

WHEN RECORDED MAIL TO:

AmSouth Bank Attn: Sheila Cook P.O. Box 830734 Birmingham, AL 35283

105215144340

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 25, 2005, is made and executed between BRIAN R. LAMB, whose address is 4059 MILNERS CRES, BIRMINGHAM, AL 35242 and ANNIE D. LAMB, whose address is 4059 MILNERS CRES, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 13, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01/02/03 IN I#20030102000002740 IN SHELBY COUNTY AND MODIFIED ON 08/25/05.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

LOT 23, ACCORDING TO THE 1ST AMENDED PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR- PHASE I, AS RECORDED IN MAP BOOK 19, PAGE 140, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4059 MILNERS CRES, BIRMINGHAM, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$200000 to \$300000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 25, 2005.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

(Seal)

(Seal) ANNIE D. LAMB

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: VERNITA BROWN Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Clabaian	
) SS
COUNTY OF Shelb	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN R. LAMB and ANNIE D. LAMB, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same valuntarily on the day the same bears date.	
Given under my hand and official seal this	day of 4-5051, 2005.
	LIL LE
MY COMMISSION EXPIRES OCTOBER 15, 2008	Notary Public
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Ulabana	
COUNTY OF CI) SS ,
county of Shelby	
I, the undersigned authority, a Notary Public in and for said county in	n said state, hereby certify that $B_{cc} + P_{cc} $
a corpora	tion, is signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the co- full authority, executed the same voluntarily for and as the act of sa	ntents of said Modification of Mortgage, he or she, as such officer and with id corporation.
Given under my hand and official seal this 25	day of August , 20 65.
	1 LL LL
MY COMMISSION EXPIRES OCTOBER 15, 20	Notary Public
My commission expires	

LASER PRO Lending, Ver. 5.25.30.001 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\CFI\LPL\G201.FC TR-504540 PR-19

20050922000494090 2/2 \$164.00 Shelby Cnty Judge of Probate, AL 09/22/2005 02:48:40PM FILED/CERT