

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283

20052941257030
071100086008

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2005, is made and executed between **JOEL A ADKINS, AKA JOEL ADKINS**, whose address is **3525 SHANDWICK PL, BIRMINGHAM, AL 35242**; single (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 March 12, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-31-04 INSTRUMENT #20040331000166000 AND MODIFIED ON 11-15-05.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as **3525 SHANDWICK PL, 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 \$55000.00 to \$350000.00.

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.

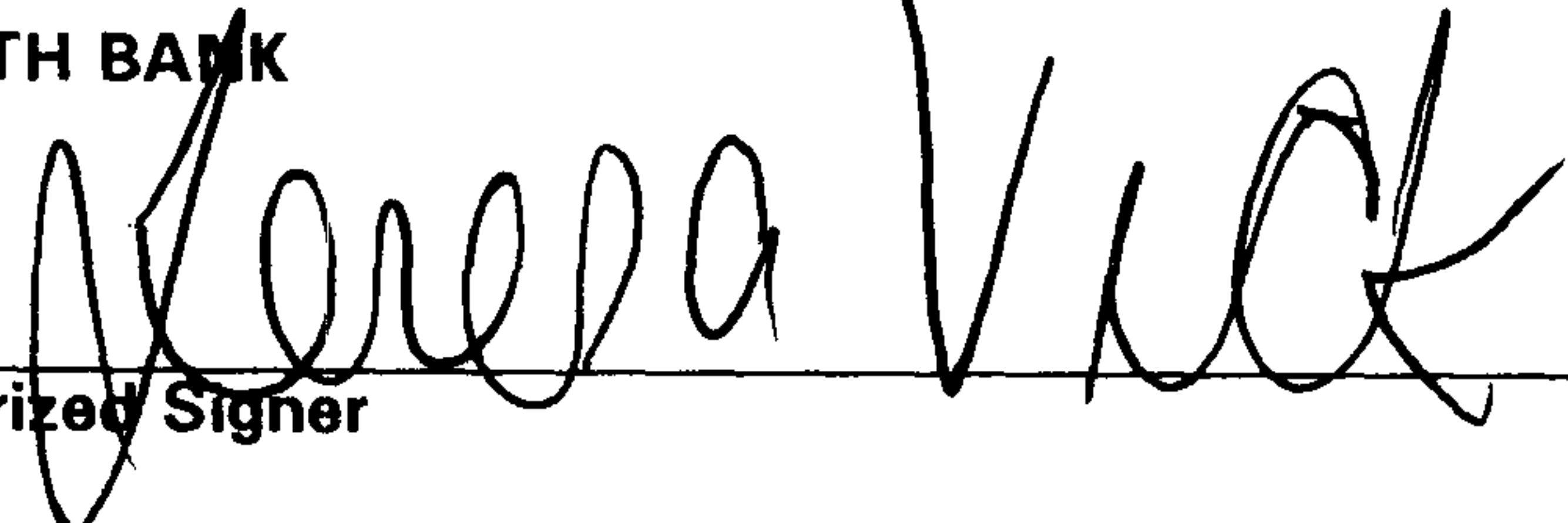
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2005.

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:

X  (Seal)
JOEL A ADKINS

LENDER:

AMSOUTH BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: ADA MATTHEWS
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

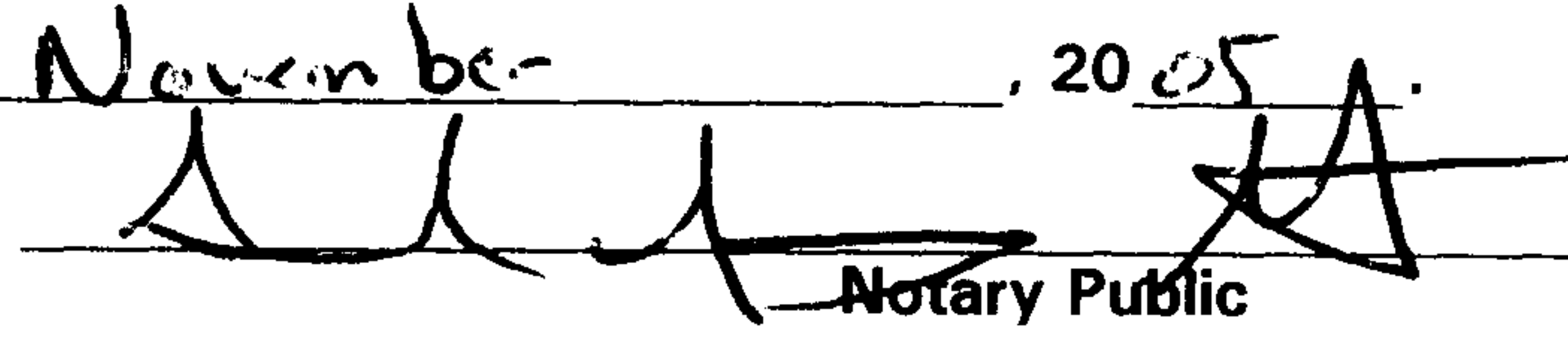
MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOEL A ADKINS, single**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of November, 2005.



Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

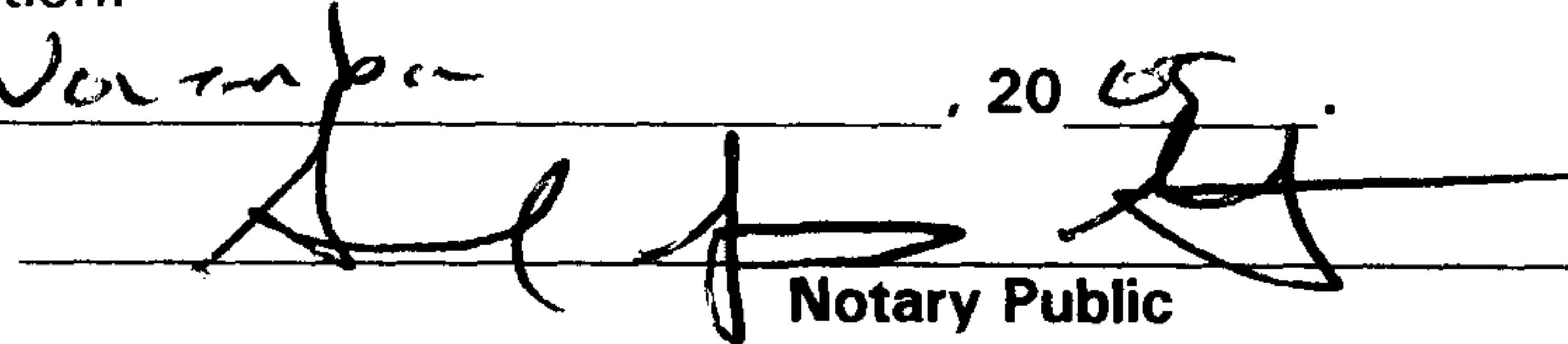
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Teresa Vick a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15 day of November, 2005.



Notary Public


MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires _____



20051130000619180 2/3 \$459.50
Shelby Cnty Judge of Probate, AL
11/30/2005 12:04:43PM FILED/CERT

SCHEDULE "A"


20051130000619180 3/3 \$459.50
Shelby Cnty Judge of Probate, AL
11/30/2005 12:04:43PM FILED/CERT

LOT 32, ACCORDING TO THE SURVEY OF GREYSTONE - FIRST SECTOR, FIRST PHASE, AS RECORDED IN MAP BOOK 14, PAGE 91 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: DEED DOCUMENT # 20031014000688520

KNOWN 3525 SHANDWICK PLACE