

WHEN RECORDED MAIL TO:



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MUNION MANA (Seal)

(3000000)436S

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 18, 2005, is made and executed between JAMES J MOYNIHAN, A/K/A JAMES JOSEPH MOYNIHAN, A/K/A JAMES J MOYNIHAN, III, whose address is 8243 CASTLEHILL RD, BIRMINGHAM, AL 35242 and DAWN B MOYNIHAN, whose address is 8243 CASTLEHILL RD, 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 July 19, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07-31-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY, COUNTY, ALABAMA IN INSTRUMENT 20030731000493630 AND MODIFIED ON 11-18-2005.

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

See SCHEDULE 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 8243 CASTLEHILL RD, 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 \$100,000.00 to \$175,000.00.

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 18, 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:

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: JAMIE ORTINO Address: P.O. BOX 830721

(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

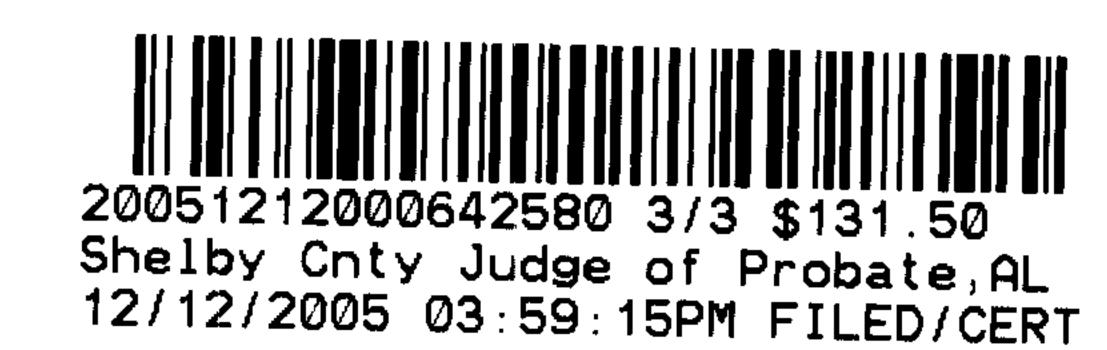
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ollabama	
) SS
county of Shelby	
MOYNIHAN, husband and wife, whose names are s	d for said county in said state, hereby certify that JAMES J MOYNIHAN and DAWN is igned to the foregoing instrument, and who are known to me, acknowledged before me or Modification, they executed the same voluntarily on the day the same bears date. Company Comp
My commission expires	
LE	NDER ACKNOWLEDGMENT
STATE OF Cilabant	
county of Shelby) SS)
I, the undersigned authority, a Notary Public in and for acknowledged before me on this day that, being inforfull authority, executed the same voluntarily for and a	or said county in said state, hereby certify that \(\) \(\
Given under my hand and official seal this	day of Noulun, 20 cs.
MY COMMISSION EXPIRES OC	TOBER 15, 2008 Notary Public
My commission expires	

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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 40, ACCORDING TO THE SURVEY OF GREYSTONE, 8TH SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 93 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 8243 CASTLEHILL RD

PARCEL: 038280002011000