

WHEN RECORDED MAIL TO:

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

20053211500420

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0-7044055

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 8, 2005, is made and executed between JAMES U. LEONARD JR., AKA JAMES U. LEONARD, whose address is 4869 SOUTHLAKE PKWY, HOOVER, AL 35244 and CHERYL S. LEONARD, whose address is 4869 SOUTHLAKE PKWY, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 2, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY ON 3/16/00 IN INST # 2000-08433; MODIFIED ON 12/8/2005.

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 4869 SOUTHLAKE PKWY, HOOVER, AL 35244.

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 \$249,000to \$749,000.

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 DECEMBER 8, 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 RACCII I CONIADO ID

DAILS O. LEGIMAND JR.

LENDER:

Authorized Signer

AMSOUTH BANK

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: WENDY DOSS Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT
STATE OF HILDWAMA
COUNTY OF Selfles ON
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES U. LEONARD JR. and CHERYL S. LEONARD, 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 voluntarily on the day the same bears date.
Given under my hand and official seal this day of day of Notary Public
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF HIAWAMA
COUNTY OF ARRIVAND
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \(\frac{\
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 day of day of, 29 // / / / / / / / / / / / / / / / / /
MY COMMISSION EXPIRES MAY 11, 2008 Notary Public
My commission expires

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-220277 PR-19

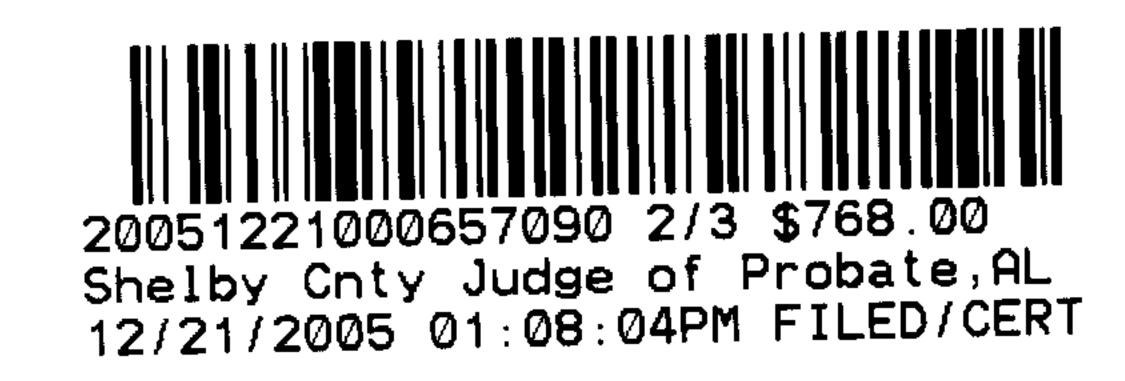


EXHIBIT "A"

LOT 22, ACCORDING TO THE SURVEY OF SOUTHLAKE, 1ST ADDITION, AS RECORDED IN MAP BOOK 14, AT PAGE 31, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

20051221000657090 3/3 \$768.00 Shelby Cnty Judge of Probate, AL 12/21/2005 01:08:04PM FILED/CERT