

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blyd. JOHNSON III, WILLIAM Melbourne, FL 32934

2005 3341614070 11499471276

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 6, 2006, is made and executed between WILLIAM M JOHNSON III AKA WILLIAM M JOHNSON, whose address is 3717 WYNGATE CV, BIRMINGHAM, AL 35242 and DEBORAH B JOHNSON, whose address is 3717 WYNGATE CV, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 University Boulevard, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 29, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12/16/2004 AT THE SHELBY COUNTY REGISTER'S OFFICE INSTRUMENT NUMBER 20041216000687270.

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 3717 WYNGATE CV, 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 \$85,000.00 to \$100,000.00.

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 JANUARY 6, 2006.

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: BEN HUDSON Address: P.O. BOX 830721

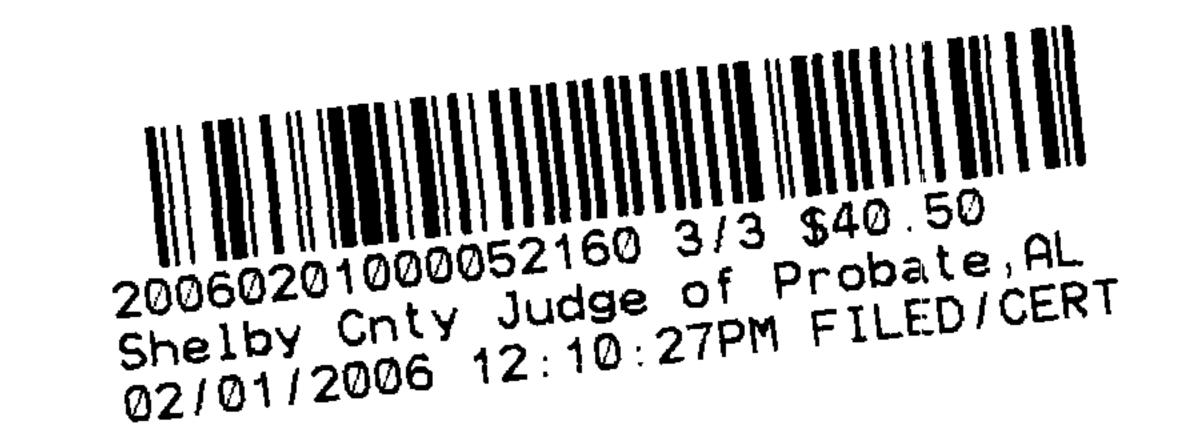
(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT 20060201000052160 2/3 \$40.50 Shelby Cnty Judge of Probate,AL 02/01/2006 12:10:27PM FILED/CERT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that WILLIAM M JOHNSON III and DEBORAH B JOHNSON, 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. day of Given under my hand and official seal this NOTABLY FUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr 1, 2009 My commission expires LENDER ACKNOWLEDGMENT SS (I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that III Chap Benton Hmsouth bank 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 NOTARY PUBLIC STATE OF ALABAMA AT LARGE My commission expire MY COMMISSION EXPIRES: Apr 1, 2009

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SCHEDULE A

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

LOT 29, IN BLOCK 4, ACCORDING TO THE SURVEY OF WYNGATE, 1ST SECTOR, RECORDED IN MAP BOOK 12 PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3717 WYNGATE CV

PARCEL: 102030002025000