20060210000068450 1/3 \$85.50 Shelby Cnty Judge of Probate, AL 02/10/2006 08:10:15AM FILED/CERT

WHEN RECORDED MAIL TO:

MEEKS, DAVID E

Amcaush Dank

Record and Return To: Fiserv Lending Solutions 600-A N John Rodes Blvd. Melbourne, FL 32934

30060101324100

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

PEB001160

MODIFICATION OF MORTGAGE

*AKA LINDA BUSH

THIS MODIFICATION OF MORTGAGE dated January 20, 2006, is made and executed between DAVID E MEEKS, whose address is 937 5TH AVE NW, ALASASTER, AL 35007 and LINDA B MEEKS, whose address is 937 5TH AVE NW, ALASASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03/24/05 IN SHELBY COUNTY 20050324000133690 MODIFIED 1/20/06.

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 937 5TH AVE NW, ALASASTER, AL 35007.

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 \$145,000.00.

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 20, 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.

GRANTOM:

MANA Mecumi

LENDER:

AMSOUTH BANK

X Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: C STOVES

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

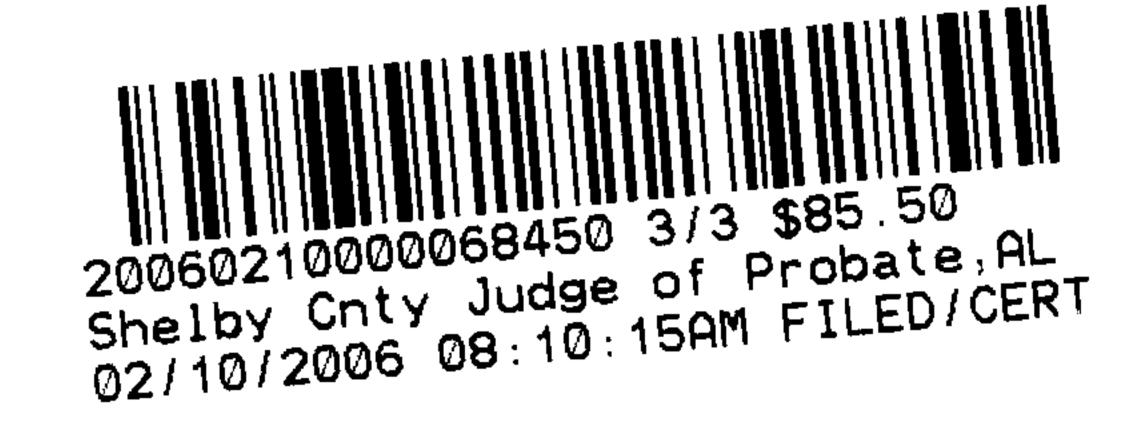
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF A A BAMA		
STATE OF HIDHMIT)	
COUNTY OF Shell) SS	
COUNTY OF		
I, the undersigned authority, a Notary Public in and for said contains husband and wife, whose names are signed to the foregoing being informed of the contents of said Modification, they exec	instrument, and who are	e known to me, acknowledged before me on this day th
Given under my hand and official seal this	day of	AL, 20() (PAC
		Dérèce Sayé Dayé Notary Public
My commission expires 570		
LENDER	ACKNOWLEDG	MENT
STATE OF AAAAA		
STATE OF HINDMM	}	
\prec \downarrow \downarrow \uparrow \uparrow) SS	
COUNTY OF		
I, the undersigned authority, a Notary Public in and for said co	unty in said state, hereby	y certify that AMSOUTH BANK the foregoing Modification and who is known to m
acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the act	the contents of said Mod	
Given under my hand and official seal this	day of	70006. HONE 9006
		Bloria Jaye Dorce E Notary Public
		The same of the sa
My commission expires/		

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G0252725

SCHEDULE A

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

LOT 7, ACCORDING TO THE SURVEY OF HAMLET 4TH SECTOR, RECORDED IN MAP BOOK 9 PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 937 5TH AVENUE

PARCEL: 137353001004016