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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 26, 2006, is made and executed between DAVID PAISLEY AKA WILLIAM D PAISLEY, whose address is 1109 HAVEN RD, BIRMINGHAM, AL 35242 and LARRY D WALKER, whose address is 1109 HAVEN RD, BIRMINGHAM, AL 35242; both unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 9178 Parkway East, Birmingham, AL 35206 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 23, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10/07/2004 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE INSTRUMENT NUMBER 20041007000555230.

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 1109 HAVEN 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 \$373,000.00 to \$400,000.00.

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 26, 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:

DAVIN DAICIEV

LARRY D WALKER

LENDER:

AMSOUTH BANK

Authorized Signer

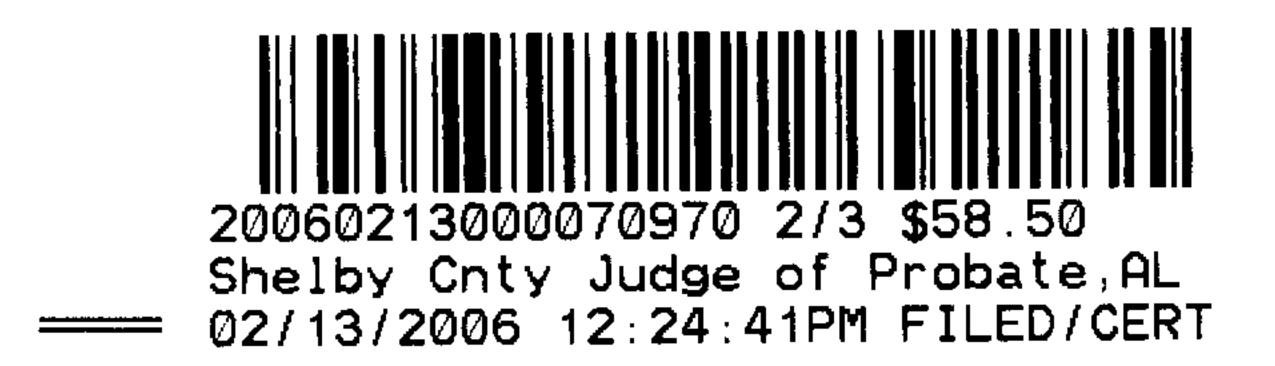
(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: BEN HUDSON Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283



My commission expires W Carinisaion Expires, February 18, 2008

MODIFICATION OF MORTGAGE (Continued)

			
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STATE OF	<u> </u>)	
) SS	
COUNTY OF	2XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX)	
_			
I the undersid	ioned authority, a Notary Public in and for said co	ounty in said	state, hereby certify that DAVID PAISLEY and LARRY D WALKER
		_	who are known to me, acknowledged before me on this day that
being informe	ed of the contents of said Modification, they execu	ited the same	
Given under n	my hand and official seal this	day of _	Jana (20, E).
			Manage Manage
			Notary Public
My commission expires $400/7,5009$			
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STATE OF	Madawa	1	
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			signed to the foregoing Modification and who is known to me
the undersign	gned authority, a Notary Public in and for said cou	nty in said sta	signed to the foregoing Modification and who is known to me
acknowledged	being informed of the	ne contents o	said Modification of Mortgage, he or she, as such officer and wit
full authority,	executed the same voluntarily for and as the act		
Given under n	ny hand and official seal this	day of	January, 2001e.

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SCHEDULE A

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

LOT 35, ACCORDING TO THE SURVEY OF GREYSTONE, 5TH SECTOR, PHASE 1, RECORDED IN MAP BOOK 17 PAGE 72 A,B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1109 HAVEN RD