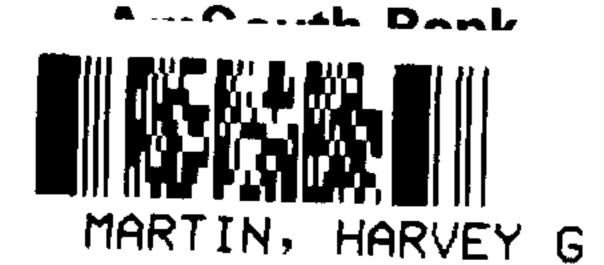


## WHEN RECORDED MAIL TO:



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

20053540921180

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499062539 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 3, 2006, is made and executed between HARVEY G. MARTIN, whose address is 1122 LAKE FOREST CIR, BIRMINGHAM, AL 35244 and JANICE E. MARTIN, whose address is 1122 LAKE FOREST CIR, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 15, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/27/1994-23521 INST # 1994-23521 AND 03/23/1995-07508 INST # 1995-07508 AND MODIFIED JANUARY 27, 1998 RECORDED 03/09/1998-08056 INST # 1998-08056 AND MODIFIED 2-3-2006 IN SHELBY COUNTY, ALABAMA.

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 1122 LAKE FOREST CIR, BIRMINGHAM, 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 \$40,000 to \$60,000.

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 FEBRUARY 3, 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:** 

HARVEY & MARTIN

JANICE E. MARTÍN

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT			
STATE OF Alabama	) ) SS		00087140 2/3 \$52.00 ty Judge of Probate, AL 6 09:01:34AM FILED/CERT
COUNTY OF Jeffersum	)	Shelby Cr 02/23/200	6 09:01:34AM FILED/CERT
I, the undersigned authority, a Notary Public in and for said of MARTIN, husband and wife, whose names are signed to the forday that, being informed of the contents of said Modification, the	egoing instruey executed	iment, and who are known the same voluntarily on the	to me, acknowledged before me on this day the same bears date.
Given under my hand and official seal this	day of _	Fclori	, 20 <u></u> .
WICCOMMISSION EXPINES MARCH 14, 2009		Copenty	Notary Public
Му commission expires			
LENDER ACKNOWLEDGMENT			
STATE OF Alabaya	)		
	) SS		
COUNTY OF 30-	)		
I, the undersigned authority, a Notary Public in and for said counacknowledged before me on this day that, being informed of the	e contents o	Said Modification of Mortg	dodification and who is known to me, age, he or she, as such officer and with
full authority, executed the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and as the act of the same voluntarily for and act of the same voluntarily for an act of the same voluntarily for an act of the same voluntarily for a same volun	_	ation.	. 20 O G
Given under my hand and official seal this	day of _		
MY COMMISSION DEFINES MARCH 14, 2009		Cobent.	Notary Public
			Notary Public
My commission expires			

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G0391656

## SCHEDULE A

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

LOT 285, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 9TH ADDITION, RECORDED IN MAP BOOK 8 PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1122 LAKE FORREST CIRCLE

PARCEL: 117260002048000