

WHEN RECORDED MAIL TO:



BRASHER, HARVEY B

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

20053401055390

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499697201

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated February 2, 2006, is made and executed between **HARVEY B BRASHER, AKA HARVEY BASCUM BRASHER**, whose address is 11504 HWY 11, CHELSEA, AL 35043 and **JULIE BRASHER, AKA JULIE SANDLIN BRASHER**, whose address is 11504 HWY 11, CHELSEA, AL 35043; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 26, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED 12/06/2001 IN SHELBY COUNTY INSTRUMENT NUMBER 2001-53201 AND MODIFIED 02/02/2006.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See SCHEDULE 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 11504 HWY 11, CHELSEA, AL 35043.

**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 \$50,000.00 to \$95,000.00.**

**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 endorser 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 2, 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:

X Harvey B. Brasher (Seal)  
HARVEY B BRASHER

X Julie Brasher (Seal)  
JULIE BRASHER

LENDER:

AMSOUTH BANK

X Angela Vick (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: LISA SMITH  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283





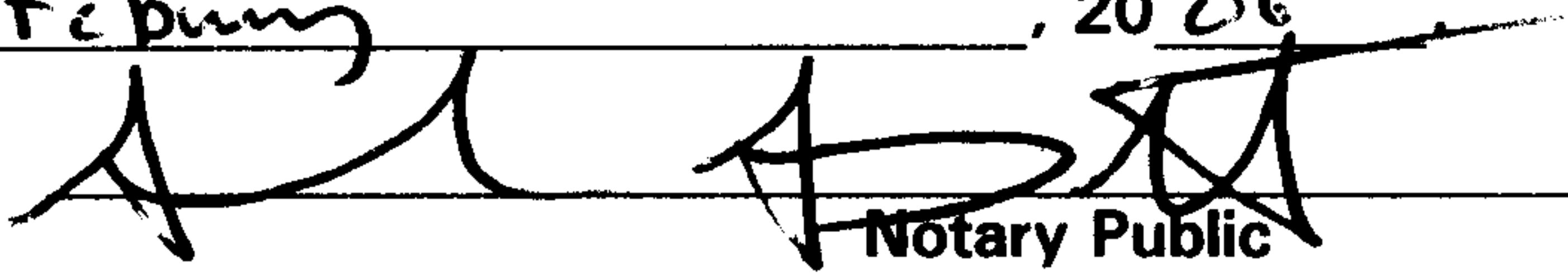
20060223000087170 2/3 \$86.50  
Shelby Cnty Judge of Probate, AL  
02/23/2006 09:06:50AM FILED/CERT

**MODIFICATION OF MORTGAGE  
(Continued)**

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **HARVEY B BRASHER and JULIE BRASHER, 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.

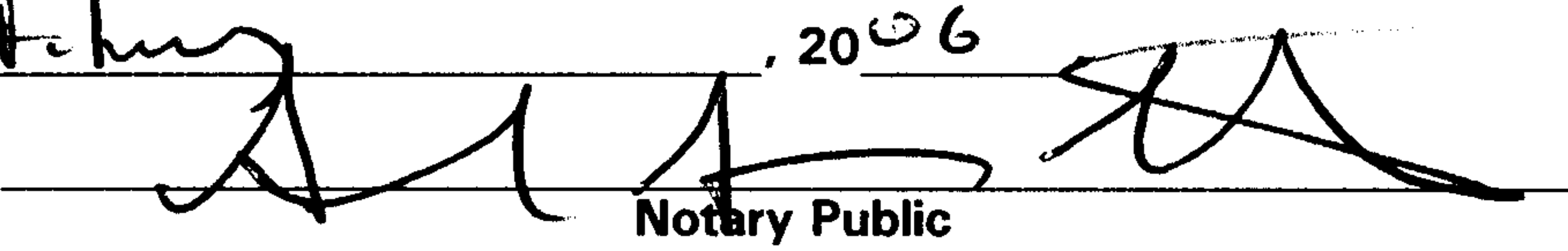
Given under my hand and official seal this 2 day of February, 2006  
  
Notary Public

My commission expires MY COMMISSION EXPIRES OCTOBER 15, 2008


**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Teresa Uck 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 2 day of February, 2006  
  
Notary Public

My commission expires \_\_\_\_\_

  
20060223000087170 3/3 \$86.50  
Shelby Cnty Judge of Probate, AL  
02/23/2006 09:06:50AM FILED/CERT

## SCHEDULE "A"

AL THAT CERTAIN PARCEL OF LAND LYING AND BEING SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO WIT:

A PARCEL OF LAND LOCATED IN THE SE  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1, WEST SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  SECTION; THENCE IN A WESTERLY DIRECTION, ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 443.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 103.29 FEET; THENCE  $57^{\circ}53'37''$  RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 286.66 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 11; THENCE  $90^{\circ}$  RIGHT, IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 315.0 FEET; THENCE  $123^{\circ}40'$  RIGHT, IN A SOUTHERLY DIRECTION A DISTANCE OF 410.39 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA. SAID PARCEL CONTAINS 1.52 ACRES,

KNOWN: 11504 HIGHWAY 11

PARCEL: U/A