

## WHEN RECORDED MAIL TO:



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

2006020085126GPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## 704 99935 189 OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2006, is made and executed between GARY NEWTON, A.K.A. WILLIAM GARY NEWTON, whose address is 193 PEBBLE CIR, PELHAM, AL 351243925 and JENNIFER L NEWTON, whose address is 193 PEBBLE CIR, PELHAM, AL 351243925; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2306 Centerpoint Road, Birmingham, AL 35215 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 28, 2003 (the "Mortgage") which has been recorded in shelby County, State of Alabama, as follows:

RECORDED 02/28/2003 IN SHELBY CO., AL, INSTRUMENT 20030402000195450.

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 193 PEBBLE CIR, PELHAM, AL 351240000.

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 \$70,000.00 to \$135,000.00.

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 FEBRUARY 1, 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:

GARY NEWTON

CALL INCOM

AMSOUTHBANK

Authorized Signer

(Seal)

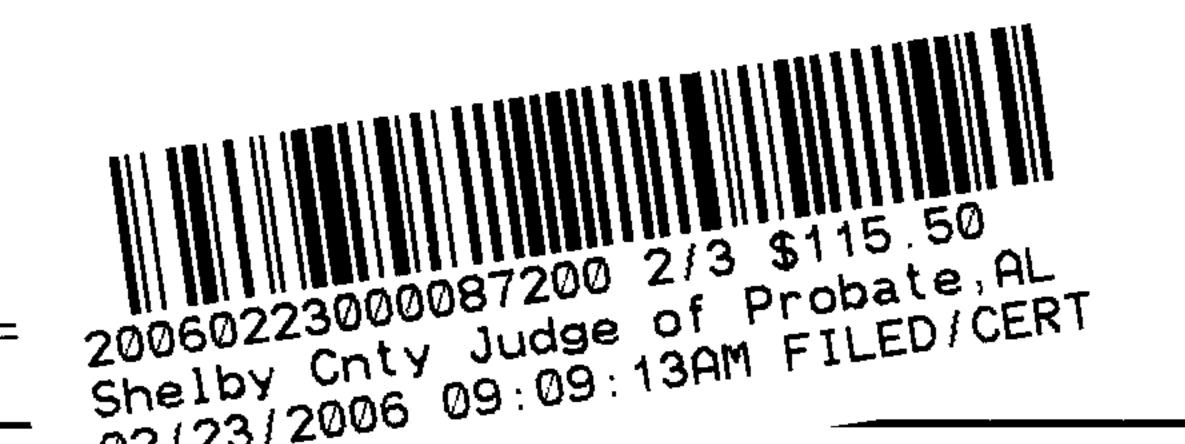
(Seal)

This Modification of Mortgage prepared by:

Name: Mike Pierce

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

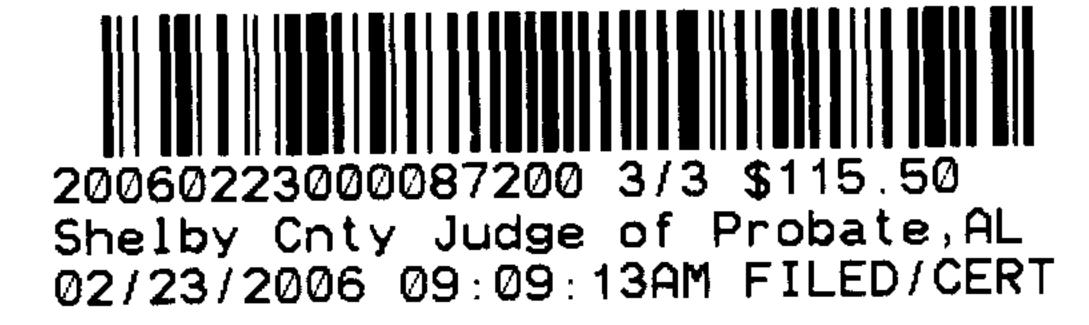


## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	)
county of Jefferson	) SS )
husband and wife, whose names are signed to the foregoing instrumbeing informed of the contents of said Modification, they executed the	said state, hereby certify that GARY NEWTON and JENNIFER L NEWTON, nent, and who are known to me, acknowledged before me on this day that, ne same voluntarily on the day the same bears date.  day of
My commission expires July 19, 2009	
LENDER ACKNOWLEDGMENT	
STATE OF Habama	) ) SS
COUNTY OF	said state, hereby certify that Ding Foster
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	day of <u>rebruary</u> , 20 <u>04</u> .  Canda M Burnus  Notary Public
My commission expires Tuly 19, 2009	

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G038B251

## SCHEDULE A

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

LOT 83, ACCORDING TO THE SURVEY OF THE COTTAGES AT STONEHAVEN, 2ND ADDITION, PHASE 1, RECORDED IN MAP BOOK 23 PAGE 87, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 193 PEBBLE CIR

PARCEL: 136234004004000