

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blyd. BANKS, CHRISTOPHER M Melbourne, FL 32934

20060191051330

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

204978850X

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 3, 2006, is made and executed between CHRISTOPHER M BANKS, whose address is 175 LAKE FOREST WAY, MAYLENE, AL 351144903 and JANICE L BANKS, whose address is 175 LAKE FOREST WAY, MAYLENE, AL 351144903; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 26, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 05/09/02 IN SHELBY COUNTY 20020509000220610 PG 1/6.

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 175 LAKE FOREST WAY, MAYLENE, AL 351140000.

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 \$15,000.00 to \$68,800.00.

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 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:

LENDER:

AMSOUTH BANK

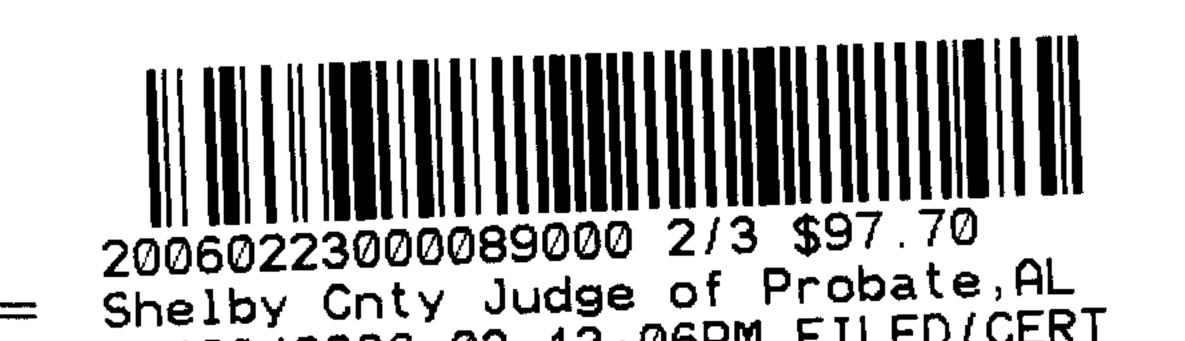
Authorized Signer

This Modification of Mortgage prepared by:

Name: Connie Stoves Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

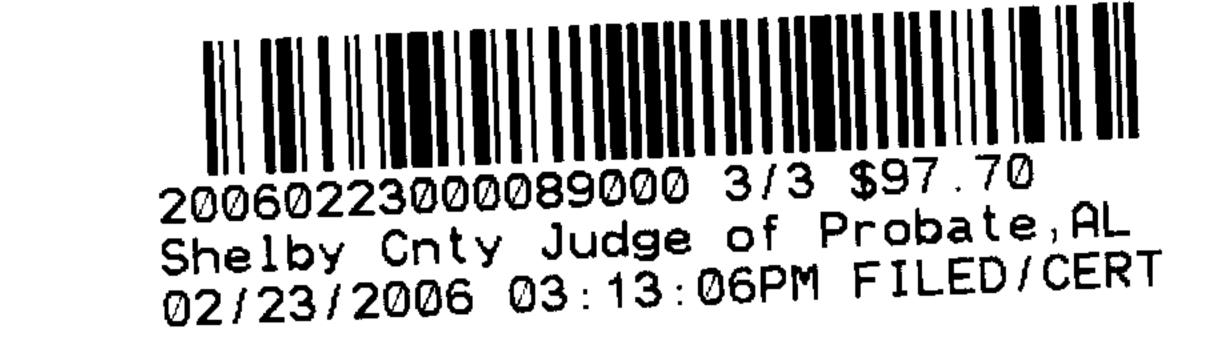


MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
county of Jefferson)
BANKS, husband and wife, whose names are signed to the foregood day that, being informed of the contents of said Modification, they Given under my hand and official seal this31000	nty in said state, hereby certify that CHRISTOPHER M BANKS and JANICE Legiong instrument, and who are known to me, acknowledged before me on this executed the same voluntarily on the day the same bears date.
My commission expires November 3 2009	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
) SS
country of <u>Jefferson</u>	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	
wy commission expires	

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G040FDRC

SCHEDULE A

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

LOT 109, ACCORDING TO THE SURVEY OF LAKE FOREST FIRST SECTOR, RECORDED IN MAP BOOK 24 PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 175 LAKE FOREST WAY

PARCEL: 232090002009000