

## WHEN RECORDED MAIL TO: A --- C --- -- -- D -- - -

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

2001131429180

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130001 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 9, 2006, is made and executed between CECILIA LETT BURTON, whose address is 6044 BROOKHILL CIR, BIRMINGHAM, AL 35242 and ROGER D. BURTON, whose address is 6044 BROOKHILL CIR, BIRMINGHAM, AL 35242; wife and husband (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 September 15, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/17/2005 INSTR#20051007000525030 SHELBY COUNTY MODIFIED ON 02/09/2006.

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 6044 BROOKHILL CIR, 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 \$40,000 to \$45,000.

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 9, 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:** 

**CECILIA LETT BURTON** 

LENDER:

AMSOUTH BANK

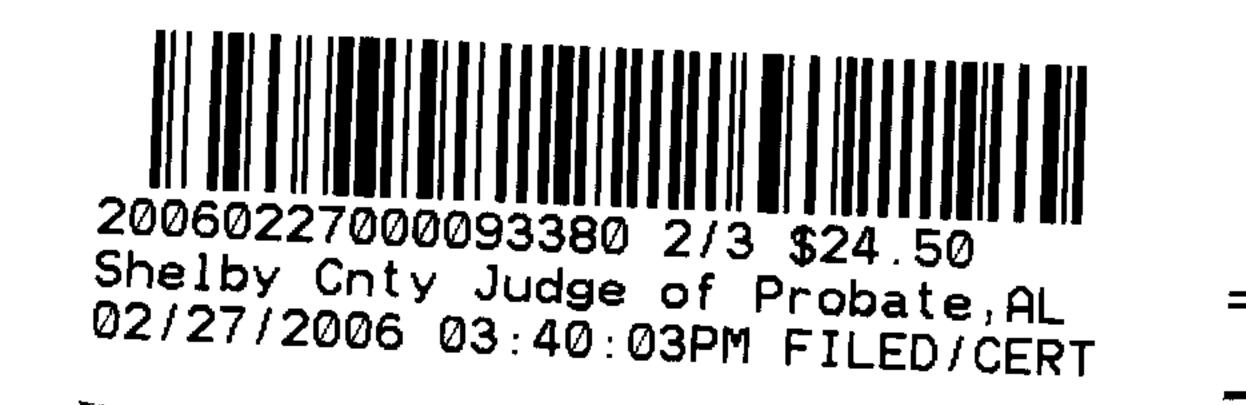
Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: BRENDA ROLLINS Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283



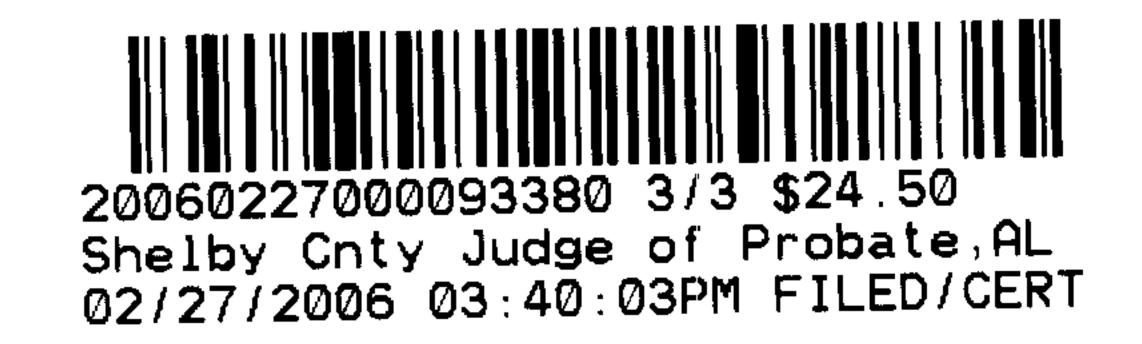
## MODIFICATION OF MORTGAGE (Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama				
	) SS			
county of Shelby				
I, the undersigned authority, a Notary Public in and BURTON, wife and husband, whose names are sign day that, being informed of the contents of said Mod	ed to the foregoing instru	ment, and who are knother the same voluntarily or	nown to me, acknowledged by the day the same bears date	efore me on this
Given under my hand and official seal this	day of	February //		
	AMMODED 1/ 2000		Notary Public	
MY COMMISSION EXPIRES  My commission expires				
LENDER ACKNOWLEDGMENT				
STATE OF Alabama	}			
	) SS			
county of Shelby				
I, the undersigned authority, a Notary Public in and for the second description of the same voluntarily for and	a corporation, is ormed of the contents of	signed to the foregoi said Modification of N	ng Modification and who is	known to me,
Given under my hand and official seal this	<u>q</u> day of _	February		
		7	Notary Public	· · · · · · · · · · · · · · · · · · ·
MY COMMISSION EXP	RES OCTOBER 14, 2009		incluir i gone l	
My commission expires				

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## SCHEDULE A

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

LOT 96 AND 96A, ACCORDING TO THE SURVEY OF MEADOW BROOK HIGHLANDS, RECORDED IN MAP BOOK 14 PAGE 21, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 6044 BROOKHILL CIR

PARCEL: 101010001003017