

WHEN RECORDED MAIL TO:



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

2006024/000090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 10, 2006, is made and executed between JIM PIHAKIS, whose address is 109 DEER CREST CIR , PELHAM, AL 35124 and MARY P PIHAKIS A/K/A MARY PIHAKIS, whose address is 109 DEER CREST CIR , PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 15051 S. Tamiami Trail, Fort Myers, FL 33908 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 6, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 02-24-2003 IN INSTR# 20030224000111040 MODIFIED ON 02-10-2006.

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 109 DEER CREST CIR , PELHAM, AL 35124.

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 \$___108,000.00_____ to \$___175,000.00_____.

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 10, 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:

JM PIHAKIS

(Seal)

LÉNDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: TRACIE RAINEY Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

20060302000098130 2/3 \$110.30 Shalby Coty Judge of Probate,AL
03/02/2006 08:53:49AM FILED/CERT

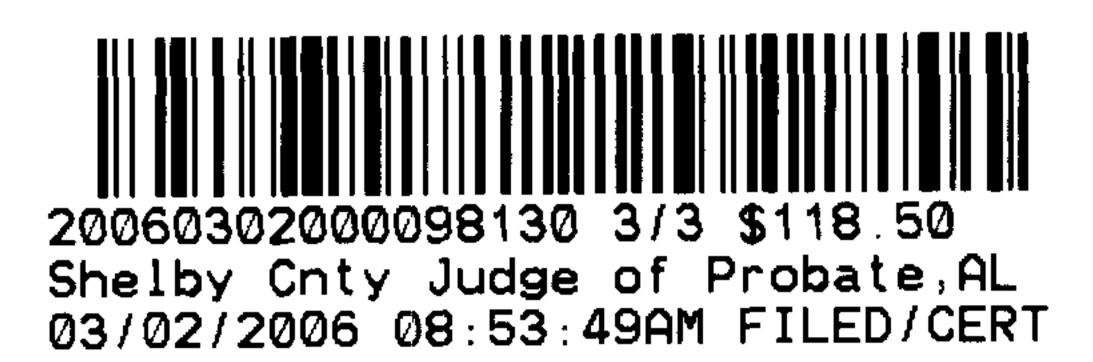
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama		
) SS	
COUNTY OF Shelly		
	nty in said state, hereby certify that JIM PIHAKIS and MARY PIHAKIS, ment, and who are known to me, acknowledged before me on this day that, the same voluntarily on the day the same bears date. day of FCD, 2000. Caroling Elypthetty Fulcher Notary Public	
My commission expires June 15, 2009		
LENDER ACKNOWLEDGMENT		
STATE OF Alabama		
COUNTY OF Shelby) SS)	
I, the undersigned authority, a Notary Public in and for said county	in said state, hereby certify that Ambuth Bank	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Angle Bonk Bonk 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 Feb. 2006 (avolin) Elystatt Fletates Notary Public	
My commission expires June 5,2009	Notary Public	

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL/FL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-236963 PR-19



G0475232

SCHEDULE A

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

LOT 7, ACCORDING TO THE SURVEY OF DEER CREEK ESTATES, RECORDED IN MAP BOOK 20 PAGE 75, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 109 DEER CREST CIR

PARCEL: 144181000003000