

WHEN RECORDED MAIL TO:



MCNEES, EMMETT D

Record and Return To:
United General Title Ins
Fiserv-600A N. JohnRodes Bl
Melbourne, FL 32934

20060531405550

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499423862

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 28, 2006, is made and executed between EMMETT D MCNEES, whose address is 111 GOEL RD, BIRMINGHAM, AL 352443405 and KATHY B MCNEES, whose address is 111 GOEL RD, BIRMINGHAM, AL 352443405; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 7, 2003 (the "Mortgage") which has been recorded in shelby County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 02-24-03 INST # 20030224000111070 .

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 111 GOEL RD., BIRMINGHAM, AL 352440000.

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 \$75000 to \$125000.

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 28, 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  (Seal)
EMMETT D MCNEES

X  (Seal)
KATHY B MCNEES

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer


This Modification of Mortgage prepared by:

Name: Sheila F. Parker
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)


20060315000121030 2/3 \$92.00
Shelby Cnty Judge of Probate, AL
03/15/2006 12:18:06PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **EMMETT D MCNEES and KATHY B MCNEES, 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 28th day of Feb, 2006.

MY COMMISSION EXPIRES MARCH 14, 2009


Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AmSouth 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 28th day of Feb, 2006.

MY COMMISSION EXPIRES MARCH 14, 2009


Notary Public

My commission expires _____

SCHEDULE "A"

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

A PART OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 2 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION A DISTANCE OF 340.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 105.62 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE TURN LEFT 71 DEGREES, 27 MINUTES, 40 SECONDS, AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 178.37 FEET; THENCE TURN LEFT 90 DEGREES, 10 MINUTES, 50 SECONDS, AND RUN NORTHWESTERLY A DISTANCE OF 179.33 FEET; THENCE TURN LEFT 110 DEGREES, 21 MINUTES, 30 SECONDS AND RUN SOUTHERLY A DISTANCE OF 225.74 FEET TO THE POINT OF BEGINNING, SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 111 GOEL RD.

PARCEL: 105210002006002