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2006311257360

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67049385344

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 6, 2006, is made and executed between LOUIS D THOMAS, whose address is 6119 RUSHING PARC LN, HOOVER, AL 352446755 and CAROLYN J THOMAS, whose address is 6119 RUSHING PARC LN, HOOVER, AL 352446755; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 University Boulevard, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 17, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 08-27-1999 INSTRUMENT # 1999-36091 AND MODIFIED ON 10-16-2003 RECORDED 10-28-2003 INSTRUMENT #20031028000719220 AND MODIFIED ON 06-18-2004 RECORDED 07-02-2004 INSTRUMENT #20040702000365410.

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 6119 RUSHING PARC LN, HOOVER, 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 \$355,500.00 to \$430000.00.

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 MARCH 6, 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:

ANGERTHOMAS

LENDER:

AMSOUTH BANK

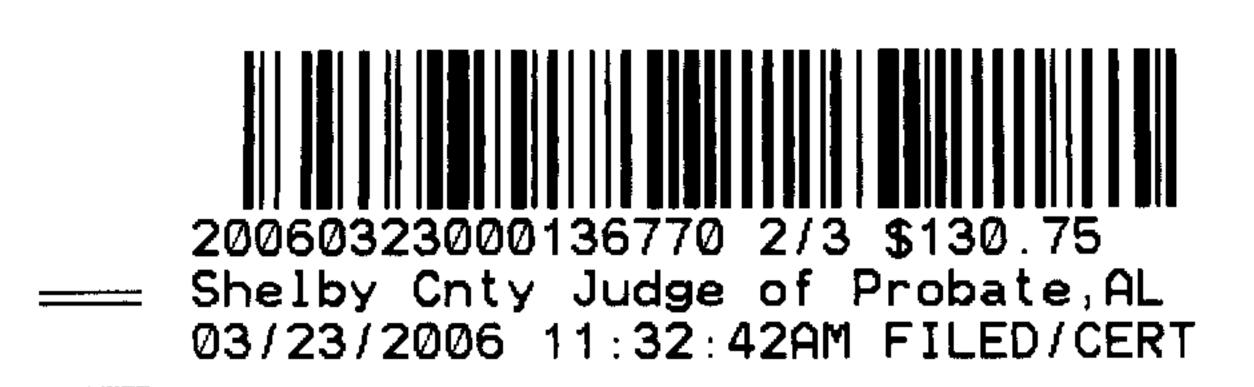
- Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Ada Matthews Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

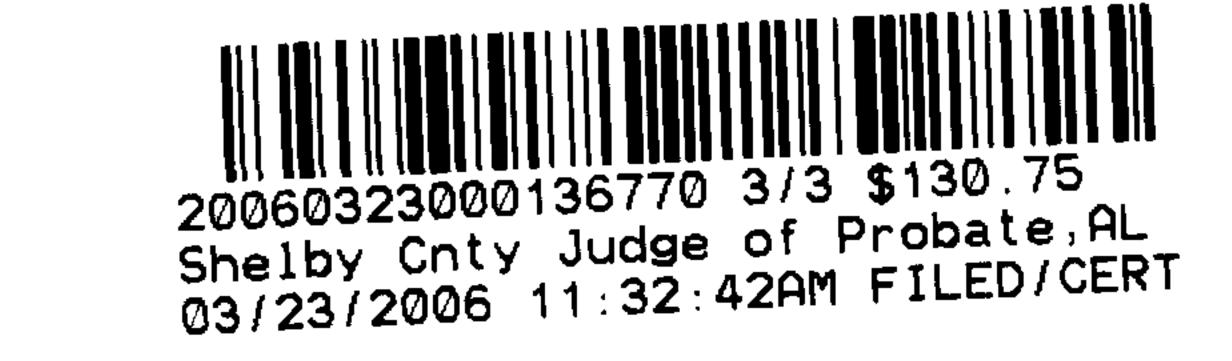


MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mahama	
STATE OF //ubama	
) SS
country of <u>Jefferson</u>	
I, the undersigned authority, a Notary Public in and for said common THOMAS, husband and wife, whose names are signed to the forday that, being informed of the contents of said Modification, the	county in said state, hereby certify that LOUIS D THOMAS and CAROLYN J egoing instrument, and who are known to me, acknowledged before me on this by executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of
	Such CE
	Notary Public
My Commission Expires	
My commission expiresJune 10, 2009	
LENDER ACKNOWLEDGMENT	
\hat{A} 1 $_{c}$	
STATE OF Alabama	
) SS
COUNTY OF DEFFENSON	
	I
t et annual and some all and benefits and Alabama Dublic im and for agid accord	ty in said state hereby certify that AmSmblySch
I, the undersigned authority, a Notary Public in and for said count a corp	oration, 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	
Given under my hand and official seal this	day of
	(Onther Key
	Notary Public
My commission expires Renther 21,2009	
My commission expires	

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SCHEDULE "A"

LOT 38, ACCORDING TO THE AMENDED MAP OF RUSHING PARC, SECTOR TWO, AS RECORDED INMAP BOOK 20, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

- 1. 35 FOOT BUILDING LINE AS SHOWN BY RECORDED MAP
- 2. RESTRICTIONS AS SHOWN BY RECORDED MAP
- 3. 7.5 FOOT EASEMENT ON EAST AND SOUTH, AS SHOWN BY RECORDED MAP.

KNOWN: 6119 RUSHING PARC LN

PARCEL: 133050002038000