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#### WHEN RECORDED MAIL TO:



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

.20060611031450

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 9, 2006, is made and executed between TIMOTHY J THOMPSON, whose address is 2714 WELLINGTON DR, PELHAM, AL 351241465 and LORI P THOMPSON AKA LORI THOMPSON, whose address is 2714 WELLINGTON DR, PELHAM, AL 351241465; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 21, 2004 (the "Mortgage") which has been recorded in shelby County, State of Alabama, as follows:

RECORDED 10-04-2004, INST 20041004000546880 PAGE 1-8, SHELBY COUNTY, MODIFIED.

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 2714 WELLINGTON DRIVE, PELHAM, AL 351240000.

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 \$30,000 to \$60,000.

continuing 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. Tothing 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 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:

TIMOTHÝ J THOMPSON

A DELICATION DECAN

(Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

\_(Seal)

This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

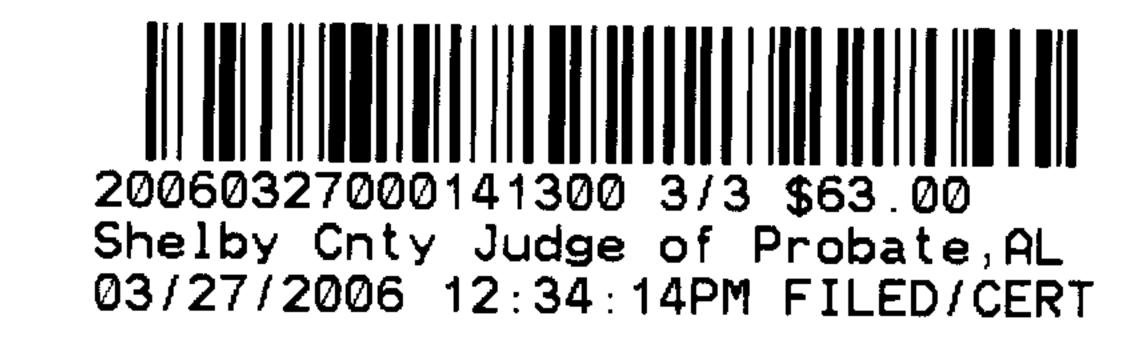
## MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ADAMA	
SIAIE OF / II // MII'M	
COUNTY OF Shelby	) SS )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TIMOTHY J THOMPSON and LORI P THOMPSON, 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	day of March 2006 Caraline Elysletty Fletaty Notary Public
My commission expires June 15, 2009	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
	) SS
COUNTY OF 512 M	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ambath Bank  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	
Given under my hand and official seal this day of	
My commission expires June 15, 2009	

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### SCHEDULE A

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

LOT 20, ACCORDING TO THE SURVEY OF CHANDA TERRACE 4TH SECTOR, RECORDED IN MAP BOOK 12 PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2714 WELLINGTON DRIVE

PARCEL: 131012001003202