

20060327000141630 1/3 \$78.00
Shelby Cnty Judge of Probate, AL
03/27/2006 01:22:41PM FILED/CERT

WHEN RECORDED MAIL TO:



WHARTON, PAUL D

Record and Return To:
United General Title Ins
Fiserv-600A N. John Rodes Blvd
Melbourne, FL 32934

20060341723550

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499721951

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 9, 2006, is made and executed between **PAUL D WHARTON**, whose address is **2004 WOODSORRELL DR**, **HOOVER, AL 352441125** and **RHONDA H WHARTON**, whose address is **2004 WOODSORRELL DR**, **HOOVER, AL 352441125**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1900 5th Avenue North, Birmingham, AL 35203** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2002 (the "Mortgage") which has been recorded in **SHELBY** County, State of Alabama, as follows:

RECORDED ON 01-17-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR JEFFERSON COUNTY, ALABAMA INSTR # 2002-03060 AND MOD 11-06-2002 REC ON 11-19-2002 INSTR # 20021119000576650.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in **SHELBY** County, State of Alabama:

See **SCHEDULE 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 **2004 WOODSORRELL DR**, **HOOVER, AL 352441125**.

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 \$110,000.00 to \$150,000.00.

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 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:

x  (Seal)
PAUL D WHARTON

 (Seal)
RHONDA H WHARTON

LENDER:

AMSOUTH BANK

x  (Seal)
Authorized Signer


This Modification of Mortgage prepared by:

**Name: KYESHIA SKINNER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)


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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAUL D WHARTON and RHONDA H WHARTON, 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 9th day of March, 20 06.
MY COMMISSION EXPIRES AUGUST 11, 2008
Jessica Duggle
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 Brandon Pettagnie of
AmSouth 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 9 day of March, 20 06.
MY COMMISSION EXPIRES AUGUST 11, 2008
Jessica Duggle
Notary Public

My commission expires _____


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SCHEDULE "A"

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

**LOT 14, ACCORDING TO THE AMENDED MAP AND SURVEY OF RIVERCHASE
WEST, AS RECORDED IN MAP BOOK 6, PAGE 100, IN THE OFFICE OF THE
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, ALSO AMENDED IN MAP
BOOK 7, PAGE 150.**

KNOWN: 2004 WOODSORRELL DRIVE

PARCEL: 11-7-25-0-001-018.000