20060330000147420 1/3 \$71.50 Shelby Cnty Judge of Probate, AL 03/30/2006 08:38:33AM FILED/CERT

WHEN RECORDED MAIL TO:

Record and Return To: United General Title Ins Fisery-600A N.JohnRodes Blyd JENKINS, CHERI A FKA Melbourne, FL 32934

25565331510510

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

SCHALL STATE OF THE STATE OF TH

0-100/50697 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 9, 2006, is made and executed between CHERI A JENKINS, FKA CHERI A WARNER, whose address is 605 OAKLINE DR, HOOVER, AL 352264119 and LARRY B JENKINS, AKA LARRY B JENKINS II, whose address is 605 OAKLINE DR, HOOVER, AL 352264119; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 193 Main Street, Trussville, AL 35173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 4, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 08-26-04 INSTRUMENT NUMBER 20040826000479350.

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 886 OLD CAHABA DRIVE, HELENA, AL 350800000.

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 \$35000 to \$70000.

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.

JENKINS

GRANTOR:

CHERI A JENKINS

LENDER:

AMSOUTH BANK

(Seal)

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

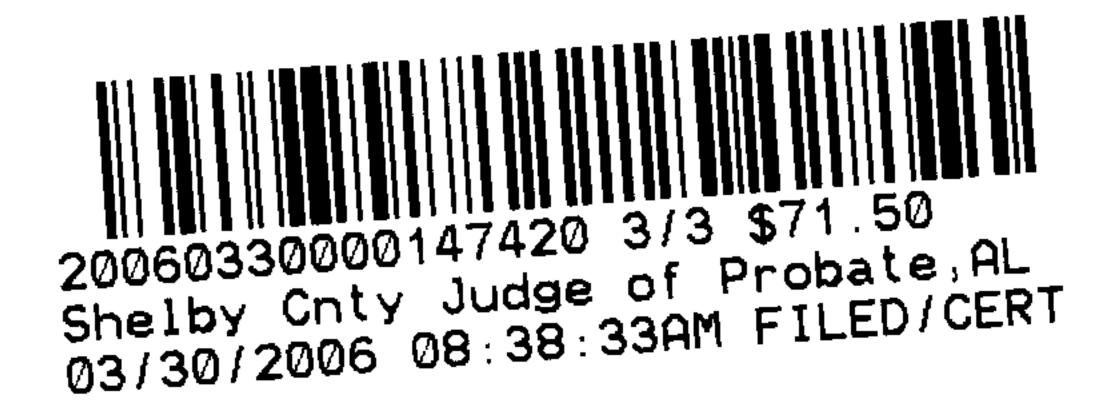
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Alabama</u>
COUNTY OF
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHERI A JENKINS and LARRY B JENKINS, wife and husband, 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
My Commission Expires My commission expires March 10, 2009 Notary Public
LENDER ACKNOWLEDGMENT
STATE OF Alabama 1 ss
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Notary Public in and for said county in said state, hereby certify that Name Name

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G079A170

SCHEDULE A

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

LOT 1214, ACCORDING TO THE SURVEY OF OLD CAHABA 1ST ADDITION PHASE 3, RECORDED IN MAP BOOK 28 PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 886 OLD CAHABA DRIVE

PARCEL: 134201009050000