



20060410000164800 1/3 \$306.00
Shelby Cnty Judge of Probate, AL
04/10/2006 12:44:22PM FILED/CERT

WHEN RECORDED MAIL TO:



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

20060731022190
071100215516

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 20, 2006, is made and executed between **DENDY MOSELEY**, whose address is 5533 HEATH ROW DR, BIRMINGHAM, AL 352423142 and **ELIZABETH C MOSELEY, AKA ELIZABETH MOSELEY** whose address is 5533 HEATHERROW DR, BIRMINGHAM, AL 352420000; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 9178 Parkway East, Birmingham, AL 35206 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/05/2005 IN SHELBY COUNTY INST # 20050705000332780

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 5533 HEATHROW DRIVE, BIRMINGHAM, AL 352420000.

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 \$53000.00 to \$245,000.00.

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 20, 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 Dendy Moseley (Seal)
DENDY MOSELEY

x Elizabeth C Moseley (Seal)
ELIZABETH C MOSELEY

LENDER:

AMSOUTH BANK

x Andrea M. [Signature] (Seal)
Authorized Signer

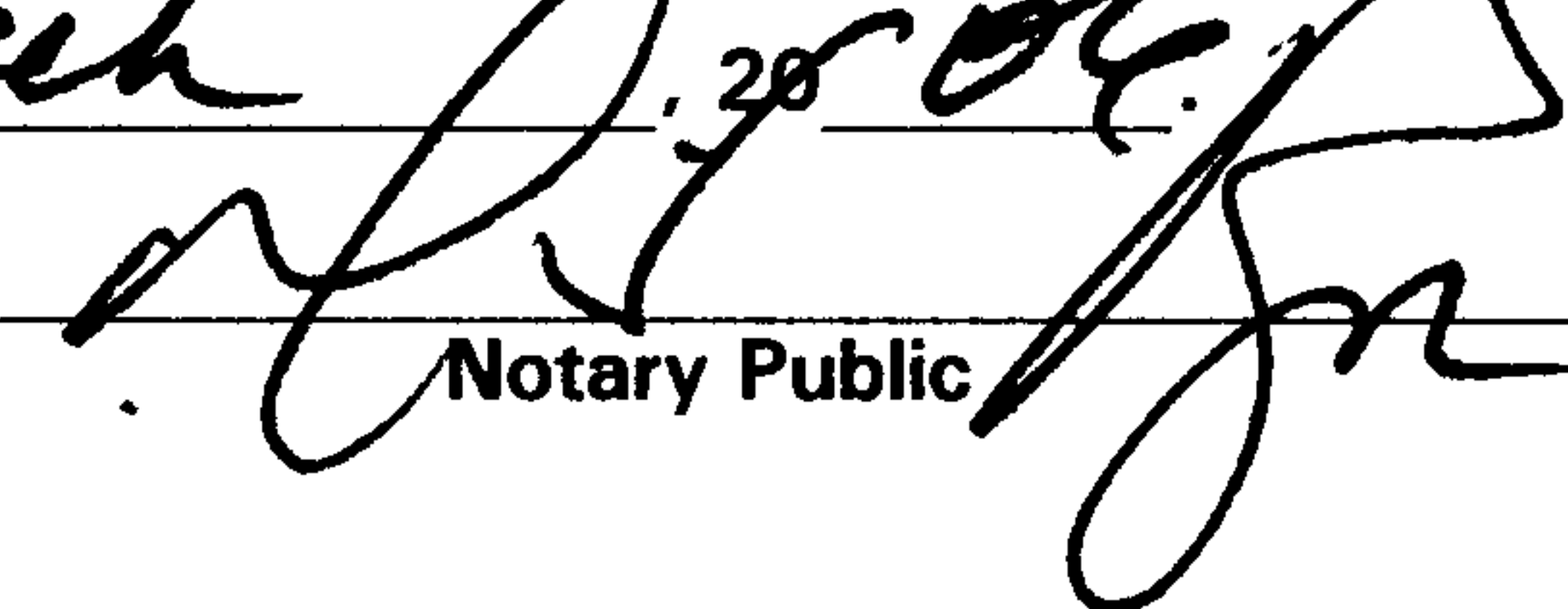
This Modification of Mortgage prepared by:

Name: Connie Stoves
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL 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 **DENDY MOSELEY and ELIZABETH C MOSELEY, 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 20 day of March, 2006.


Notary Public

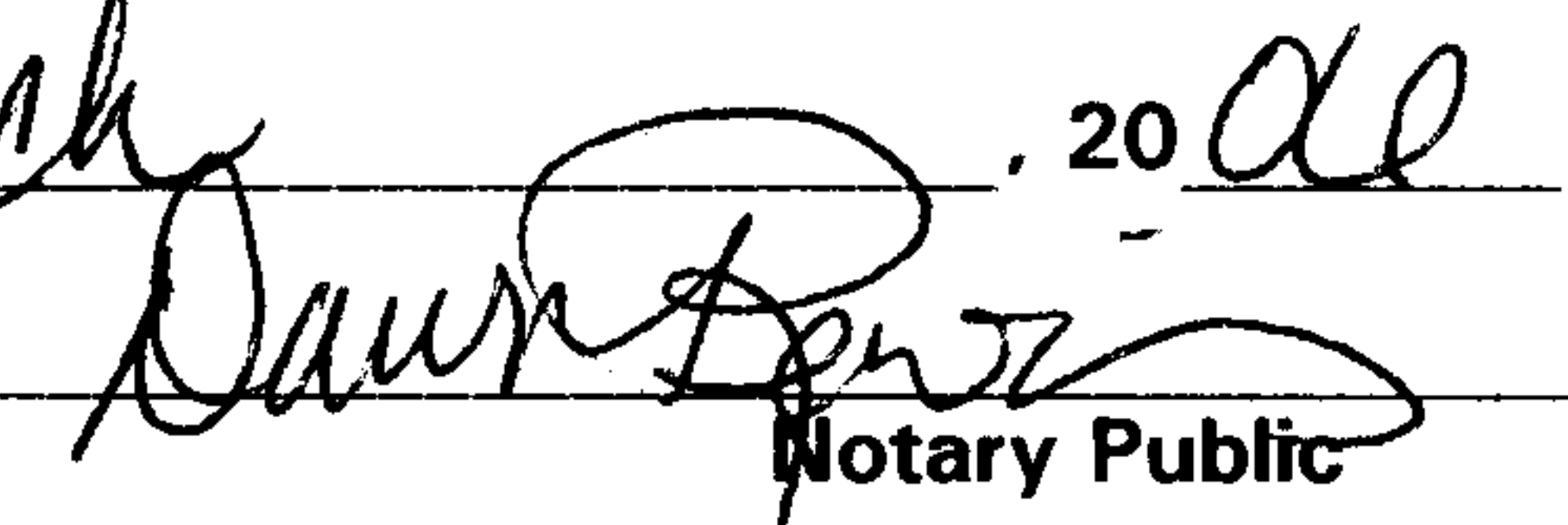
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES FEBRUARY 18, 2008
LOANED TO THE STUDENT DEPARTMENT OF THE UNIVERSITY OF ALABAMA

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 David Rawson
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 20th day of March, 2006.


Notary Public

My commission expires My Commission Expires February 18, 2008


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SCHEDULE A

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

LOT 11, ACCORDING TO THE SURVEY OF MEADOW BROOK 12TH SECTOR,
RECORDED IN MAP BOOK 9 PAGE 27, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 5533 HEATH ROW DR

PARCEL: 101120008011000