

(Seal)

#### WHEN RECORDED MAIL TO:



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200000690959300

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0711000003

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 27, 2006, is made and executed between PAUL E HUGHES, whose address is 100 EMILY CIR, BIRMINGHAM, AL 352423171 and ANN C HUGHES, whose address is 100 EMILY CIR, BIRMINGHAM, AL 352423171; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 27, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 04-16-2004 IN SHELBY CO., AL, INSTRUMENT 20040416000199680, AND MODIFIED 09-25-2004 AND RECORDED 10-11-2004 IN SHELBY CO., AL, INSTRUMENT 2004011000560570, AND MODIFIED 03-04-2005 AND RECORDED 03-24-2005 IN SHELBY CO., AL, INSTRUMENT 20050384000133730.

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 100 EMILY CIR, 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 \$125,000.00 to \$140,000.00.

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 27, 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:

PAUL E HUGHES

LENDER:

AMSOUTH BANK

X Authorized Signer

(Seal)

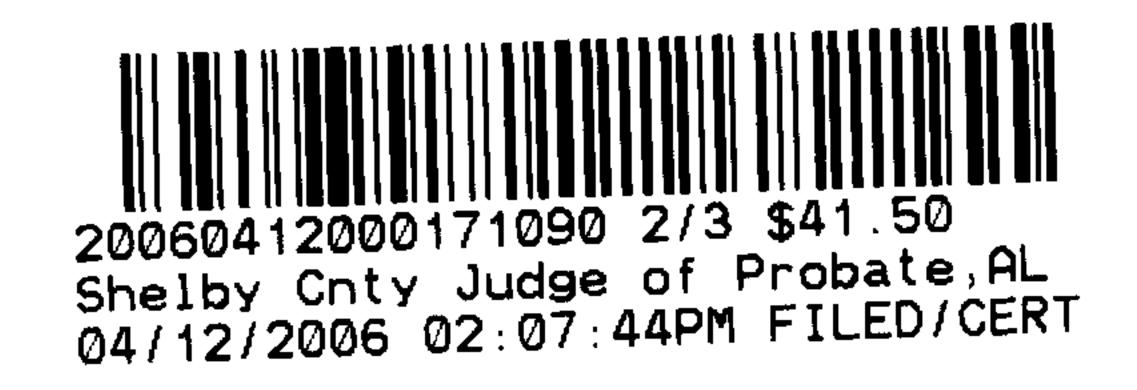
(Seal)

This Modification of Mortgage prepared by:

Name: Mike Pierce

Address: P.O. BOX 830721
City State ZIP: BIRMINGHAI

City, State, ZIP: BIRMINGHAM, AL 35283



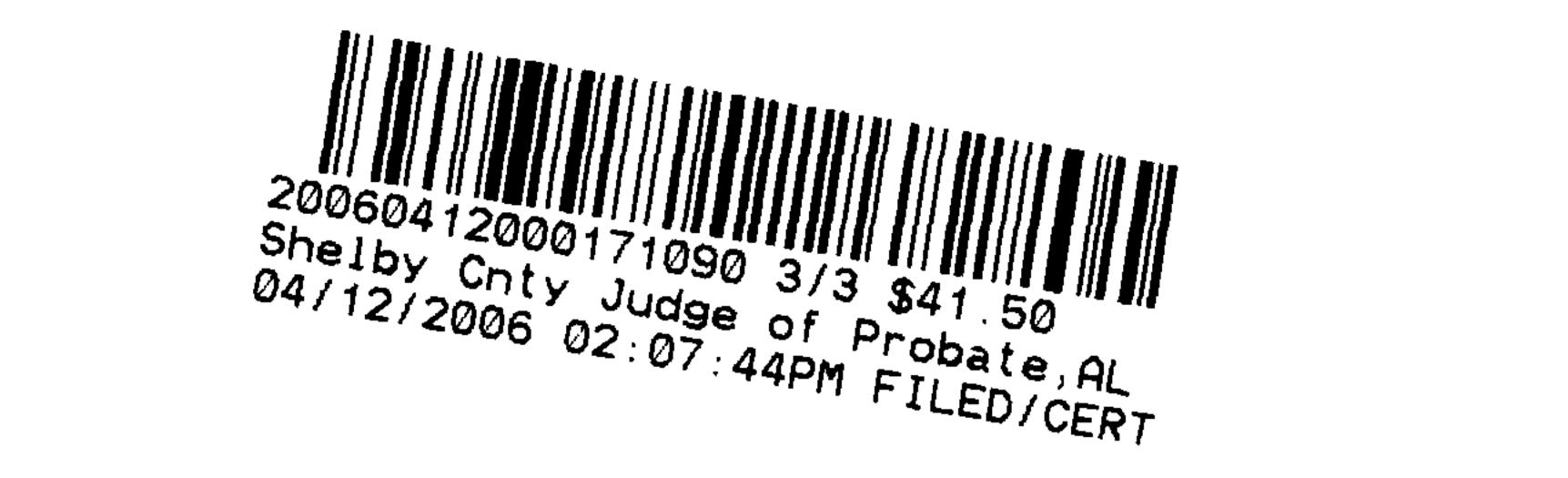
# MODIFICATION OF MORTGAGE (Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Alabama</u>	
) SS	
COUNTY OF Shelby	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that PAUL E HUGHES and ANN C HUGHES, 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 $27$	of Monch, 2006.
	Notary Public
MY COMMISSION EXPIRES OCTOBER 15, 2008	
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Qlalama	
	SS
COUNTY OF Shelba	
COOMITOR	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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  A go of Modification of Mortgage, he or she, as such officer and with authority, executed the same voluntarily for and as the act of said corporation.	
	Notary Public
My commission expiresMY_COMMISSION EXPIRES OCTOBER 15, 2008	

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### SCHEDULE A

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

LOT 27, ACCORDING TO THE SURVEY OF THE CEDARS, RECORDED IN MAP BOOK 25 PAGE 134, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 100 EMILY CIR

PARCEL: 093070008027000