

20060418000180090 1/3 \$242.00
Shelby Cnty Judge of Probate, AL
04/18/2006 12:21:54PM FILED/CERT

WHEN RECORDED MAIL TO:



KEITH, WAYNE

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20060681057582 / 071100128339
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 28, 2006, is made and executed between **WAYNE KEITH**, whose address is **345 WOODMERE RD., COLUMBIANA, AL 350510000** and **TERRI S KEITH**, whose address is **345 WOODMERE RD., COLUMBIANA, AL 350510000**; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is **1592 Montgomery Highway, Birmingham, AL 35216** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 8, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-06-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTRUMENT # 20040706000370750.

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 **345 WOODMERE ROAD, COLUMBIANA, AL 350510000.**

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 \$170,000 to \$320,000.

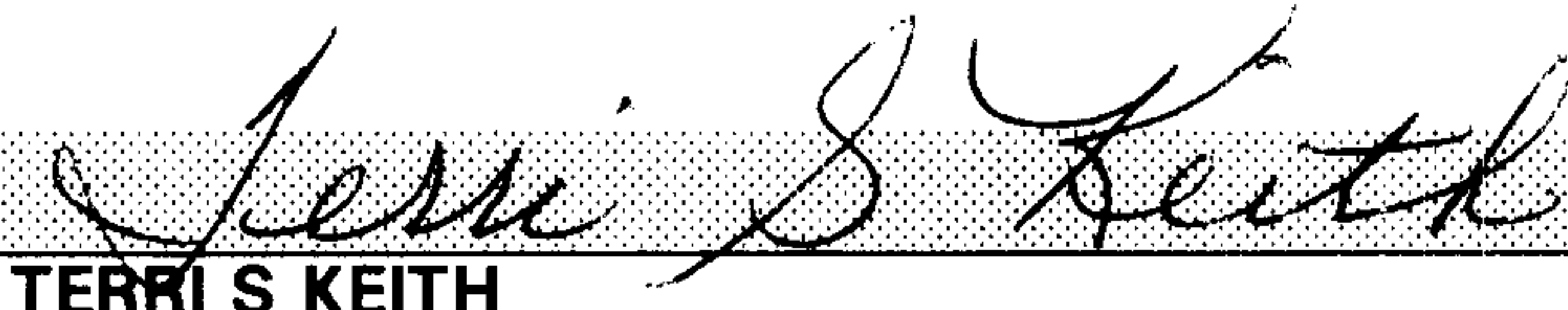
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 28, 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.

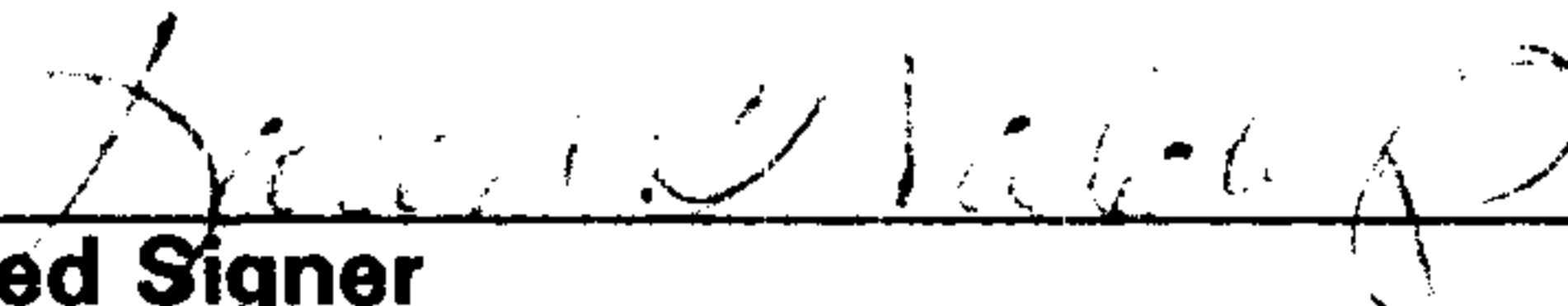
GRANTOR:

X  (Seal)
WAYNE KEITH

X  (Seal)
TERRI S KEITH

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: Tawanda Shepherd-Hill
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**

MODIFICATION OF MORTGAGE
(Continued)

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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 **WAYNE KEITH and TERRI S KEITH, 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 28 day of March, 20 06.

Scott Ligon
Notary Public

My commission expires 10/12/09

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 _____ 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 28 day of March, 20 06.

Scott Ligon
Notary Public

My commission expires 10/12/09



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SCHEDULE "A"

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

COMMENCE AT THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 2 WEST; THENCE SOUTH 3 DEGREES 00 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ ¼ SECTION OF 500.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 31 MINUTES 47 SECONDS EAST A DISTANCE OF 1325.82 FEET; THENCE SOUTH 2 DEGREES 44 MINUTES 57 SECONDS EAST A DISTANCE OF 450.76 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 744.46 FEET; THENCE SOUTH 2 DEGREES 44 MINUTES 47 SECONDS EAST A DISTANCE OF 375.04 FEET; THENCE SOUTH 2 DEGREES 57 MINUTES 37 SECONDS EAST A DISTANCE OF 21.27 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 14 SECONDS WEST A DISTANCE OF 119.09 FEET; THENCE SOUTH 70 DEGREES 17 MINUTES 17 SECONDS WEST A DISTANCE OF 477.63 FEET; THENCE NORTH 2 DEGREES 58 MINUTES 34 SECONDS WEST A DISTANCE OF 191.73 FEET TO THE SW CORNER OF SAID ¼ ¼ SECTION; THENCE NORTH 3 DEGREES 00 MINUTES 56 SECONDS WEST A DISTANCE OF 823.98 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 345 WOODMERE ROAD