

WHEN RECORDED MAIL TO:



Record and Return To: United General Title Ins Fisery-600A N.JohnRodes Bl WATSON, CHARLOTTE H Melbourne, FL 32934

20060901415530

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 5, 2006, is made and executed between CHARLOTTE H WATSON, whose address is 4808 CALDWELL MILL RD, BIRMINGHAM, AL 352424424; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 4, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03-20-1998 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAAM INSTR # 1998-09748.

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 4808 CALDWELL MILL RD, 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 \$50,000 to \$60,000.

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 APRIL 5, 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:

CHARLOTTE H WATSON

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

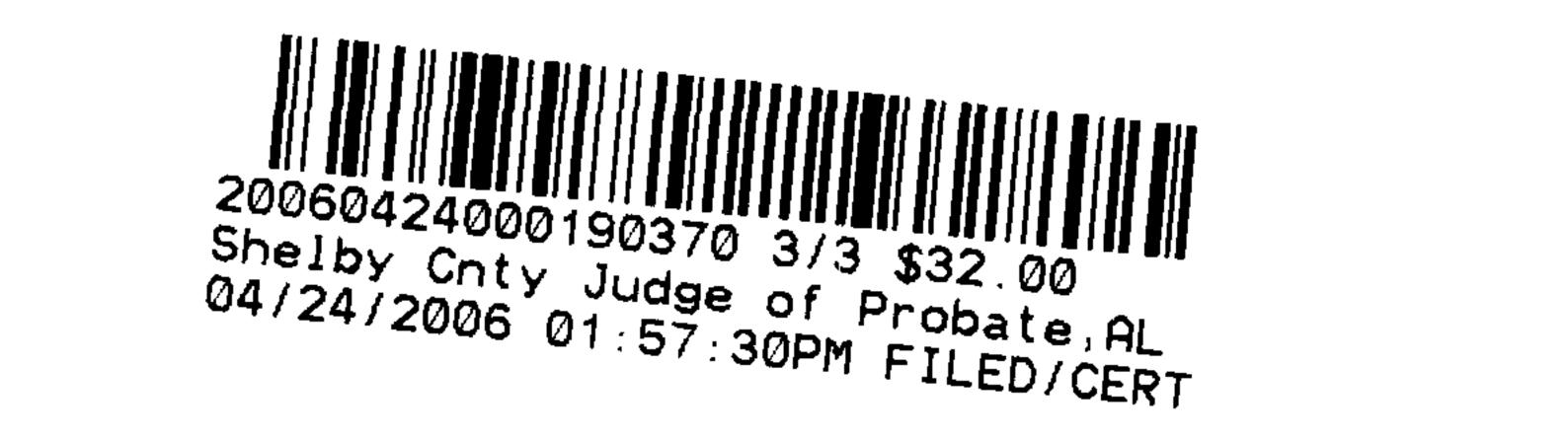
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)) SS
COUNTY OF Shelly)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CHARLOTTE H WATSON, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.	
Given under my hand and official seal this 549	day of April .20 600.
My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITER	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Alabanka COUNTY OF SAFILLY)) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that April Colors 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 sa Given under my hand and official seal this	
My commission expires $12-22-29$	

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G1001300

SCHEDULE A

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

LOT 3, ACCORDING TO THE SURVEY OF BUTTEWOODS RANCH ADDITION TO ALTADENA VALLEY, RECORDED IN MAP BOOK 5 PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4808 CALDWELL MILL RD

PARCEL: 102030001030000