

WHEN RECORDED MAIL TO:

Record and Return To: United General Title Ins Fiserv-600A N.JohnRodes Blvd PANDIT, KUNTAL S AKA Melbourne, FL 32934

2006044659100/171100111160

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 31, 2006, is made and executed between KUNTAL S PANDIT AKA KUNTAL PANDIT, whose address is 2064 BROOKHIGHLAND RIDGE, BIRMINGHAM, AL 352420000 and SHIVANI K PANDIT AKA SHIVANI PANDIT, whose address is 2064 BROOKHIGHLAND RIDGE, BIRMINGHAM, AL .352420000; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2268 Brewster Road, Birmingham, AL 35235 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2004 (the "Mortgage") which has been recorded in SHELBY •County, State of Alabama, as follows:

RECORDED 05/13/2004 AT THE SHELBY COUNTY JUDGE OF PROBATES OFFICE INSTRUMENT NUMBER 20040513000251590.

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 2064 BROOK HIGHLAND RDG, 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 \$111,200.00 to \$186,300.00.

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 31, 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:

LENDER:

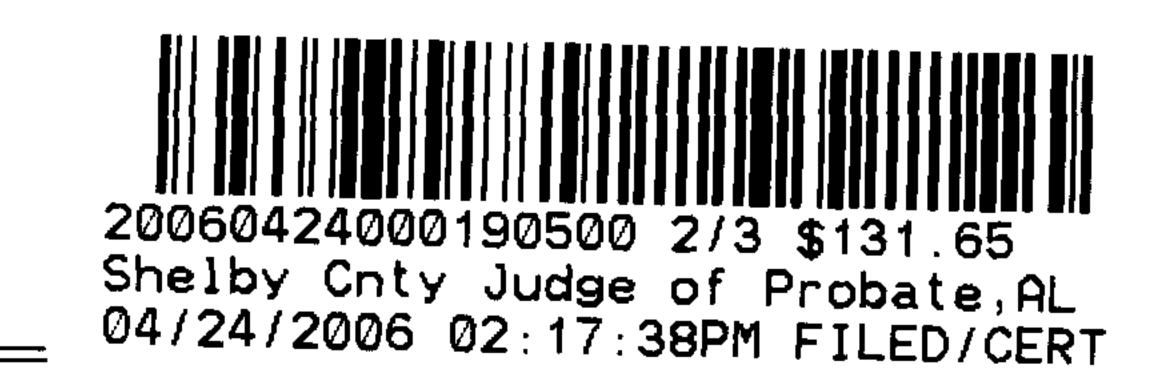
AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Ben R Hudson Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283



MODIFICATION OF MORTGAGE (Continued)

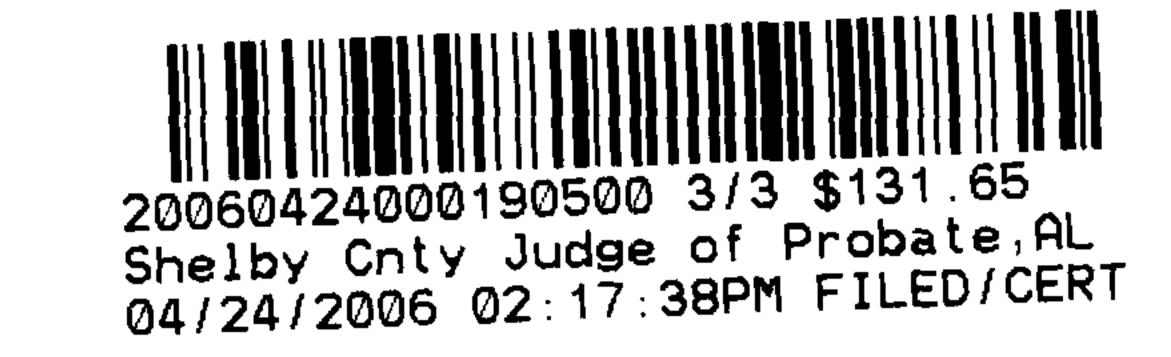
INDIVIDUAL ACKNOWLEDGMENT STATE OF SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KUNTAL S PANDIT and SHIVANI K PANDIT, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before 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 day of Notary Public MY COMMISSION EXPIRES MAY 11, 2008 My commission expires LENDER ACKNOWLEDGMENT At Mal **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **A 14-14-15** 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. MA Given under my hand and official seal this day of **Notary Public** My commission expires

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WENDY JONNSON

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

ANY COMMISSION EXPIRES DEC. 14, 2008



G0952959

SCHEDULE A

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

LOT 2017, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 20TH SECTOR, RECORDED IN MAP BOOK 16 PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2064 BROOK HIGHLAND RDG

PARCEL: 039300002001017