20060425000192480 1/3 $243.00
Shelby Cnty Judge of Probate, AL
04/25/2006 10:27:58AM FILED/CERT

WHEN RECORDED MAIL TO:
AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283

20060881409260

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711002316 20

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 6, 2006, is made and executed between JEAN W BAKER, whose address is 4910 WINDWOOD CIR, BIRMINGHAM, AL 35242 and ARVE B BAKER AKA ARVE BENTON BAKER, A B BAKER, A BENTON BAKER, whose address is 4910 WINDWOOD CIR, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 27, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/21/2005 AT THE SHELBY COUNTY JUDGE OF PROBATES OFFICE INSTRUMENT NUMBER 20050721000365330.

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 4910 WINDWOOD CIR, BIRMINGHAM, AL 35242.

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 $250,000.00 to $400,000.00 .

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 APRIL 6, 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)
JEAN W BAKER

X _____ (Seal)
ARVE B BAKER

LENDER:

AMSOUTH BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: BEN HUDSON
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 **JEAN W BAKER and ARVE B BAKER, wife and husband,** 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 6 **day of** April, 20 2006

Sandra H. Bernhard
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 12/27/2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 Leon Bekka 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 6 **day of** April, 20 2006

Sandra H. Bernhard
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 12/27/2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires

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20060425000192480 3/3 $243.00
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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE IN SHELBY COUNTY, STATE OF ALABAMA, VIZ:

ESTATES #3 AND ESTATES 3-A, ACCORDING TO THE MAP AND SURVEY OF WINDWOOD CIRCLE RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 154, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 4910 WINDWOOD CIRCLE

PARCEL: 105150003013000