

WHEN RECORDED MAIL TO:



Record and Return To:
United General Title Ins
Fiserv-600A N. JohnRodes B1
Melbourne, FL 32934
BEVERLY, MIKE AKA BE

20060881054180

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000006851

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 7, 2006, is made and executed between MIKE BEVERLY, A/K/A MICHAEL KIRK BEVERLY, whose address is 108 GRANVILLE LN, PELHAM, AL 351240000 and AMANDA L BEVERLY, whose address is 108 GRANVILLE LN, PELHAM, AL 351240000; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 3, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-14-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20020614000281020 AND MODIFIED ON 09-16-2002 AND RECORDED ON 10-02-2002 IN INSTRUMENT NUMBER 20021002000477440.

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 108 W GRANVILLE LN, PELHAM, AL 351240000.

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 \$30,000.00 to \$50,000.00.

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 7, 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 Mike Beverly (Seal)
MIKE BEVERLY

x Amanda L Beverly (Seal)
AMANDA L BEVERLY

LENDER:

AMSOUTH BANK

x Carol E. Fletcher (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Candice Edwards
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

20060426000196280 2/3 \$49.00
Shelby Cnty Judge of Probate, AL
04/26/2006 03:00:30PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MIKE BEVERLY and AMANDA L BEVERLY, 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 7th day of April, 2006.
[Signature]
Notary Public

MY COMMISSION EXPIRES FEBRUARY 18, 2009

My commission expires _____

MY COMMISSION EXPIRES FEBRUARY 18, 2009

LENDER ACKNOWLEDGMENT


STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that As South Bank
Caroline K. Fletcher 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 7th day of April, 2006.
[Signature]
Notary Public

MY COMMISSION EXPIRES FEBRUARY 18, 2009

My commission expires _____


20060426000196280 3/3 \$49.00
Shelby Cnty Judge of Probate, AL
04/26/2006 03:00:30PM FILED/CERT

G1024071

SCHEDULE A

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

LOT 3, ACCORDING TO THE SURVEY OF WEATHERLY, RECORDED IN MAP
BOOK 13 PAGE 1A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

KNOWN: 108 W GRANVILLE LN

PARCEL: 144200000014003