20060502000205560 1/3 \$39.50 Shelby Cnty Judge of Probate, AL 05/02/2006 01:13:46PM FILED/CERT

## WHEN RECORDED MAIL TO:



Record and Return To: United General Title Ins Fiserv-600A N.JohnRodes Blvc Melbourne, FL 32934

20060970942670

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 14, 2006, is made and executed between CAROL R WEAVER, whose address is 1935 GALLANT FOX DR, HELENA, AL 350803920; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 11, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10/03/03 IN SHELBY COUNTY INST # 20031003000666930.

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 1935 GALLANT FOX DR, HELENA, AL 35080.

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 \$15000 to \$30000.

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 14, 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

CAROL R WEAVER

This Modification of Mortgage prepared by:

Authorized Signer

Name: Connie Stoves

(Seal)

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

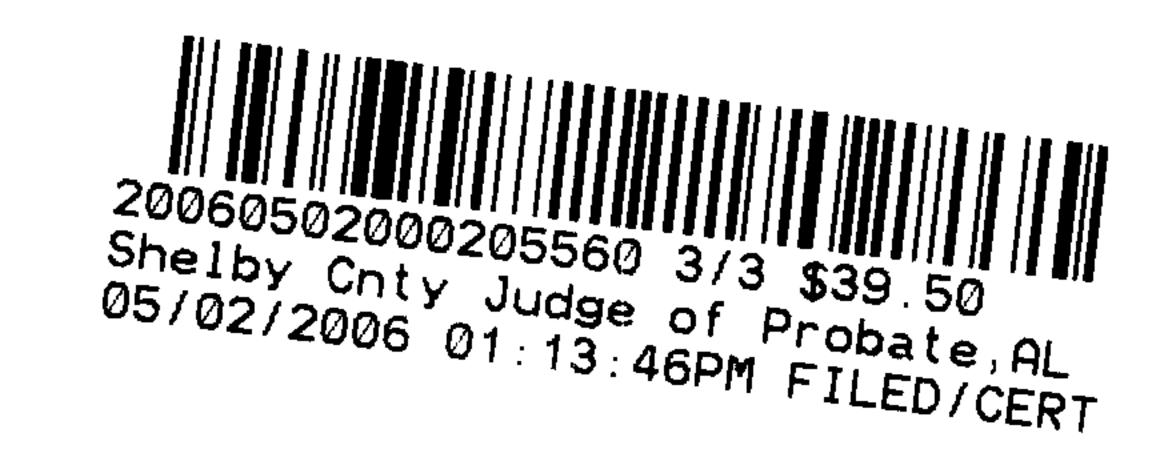
## MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF MUNICIPAL STATE STATE OF MUNICIPAL STATE STATE OF MUNICIPAL STATE STAT	
Authorite and	) SS
COUNTY OF MACON	
	in said state, hereby certify that CAROL R WEAVER, unmarried, whose name acknowledged before me on this day that, being informed of the contents of lay the same bears date.
LENDER ACKNOWLEDGMENT	
STATE OF Coldiana	
	) SS
COUNTY OF DEPOLITION	)
I, the undersigned authority, a Notary Public in and for said county	
	ration, is signed to the foregoing Modification and who is known to me, 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 s	the contract of the contract o
Given under my hand and official seal this	
Given under my hand and official seal this	aid corporation.
Given under my hand and official seal this	aid corporation.

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## SCHEDULE "A"

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

LOT 83, ACCORDING TO THE AMENDED MAP OF DEARING DOWNS, NINTH ADDITION II, RECORDED IN MAP BOOK 15, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1935 GALLANT FOX DR

PARCEL: 135224001001044