20060505000211830 1/3 \$47.00 Shelby Cnty Judge of Probate, AL 05/05/2006 09:12:38AM FILED/CERT

WHEN RECORDED MAIL TO:



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

070499375493 20000081413550

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 17, 2006, is made and executed between BETSY HUDDLESTON A/K/A ELIZABETH MONTGOMERY HUDDLESTON, whose address is 5133 SELKIRK DR, BIRMINGHAM, AL 352424129 and GEORGE HUDDLESTON, whose address is 5133 SELKIRK DR, BIRMINGHAM, AL 352424129; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 26, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-15-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTR # 20040615000322200.

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 5133 SELKIRK DR, 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 \$61500 to \$81500.

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 17, 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.

EEORGE

GRANTOR:

LENDER:

BETSY HUDDLESTON

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

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

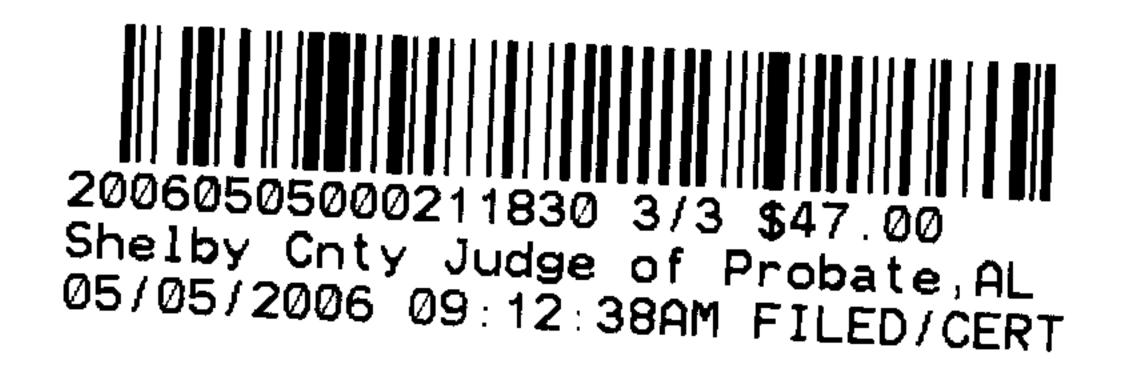
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT
STATE OF
COUNTY OF Shelby Cnty Judge of Probate, AL 05/05/2006 09:12:38AM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BETSY HUDDLESTON and GEORGE HUDDLESTON, 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, 2000
My commission expires
LENDER ACKNOWLEDGMENT
STATE OF $Alama$
country of Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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
My commission expires My COMMISSION EXPIRES MPRIL 21, 2007

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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL PROPERTY (THE "REAL PROPERTY") LOCATED IN SHELBY COUNTY, STATE OF ALABAMA:

LOT 5, BLOCK 1, ACCORDING TO THE SURVEY OF SELKIRK, A SUBDIVISION OF INVERNESS, AS RECORDED IN MAP BOOK 6, PAGE 163, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5133 SELKIRK DR