20060508000215890 1/3 \$80.00 Shelby Cnty Judge of Probate, AL 05/08/2006 01:52:17PM FILED/CERT

WHEN RECORDED MAIL TO:



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

20061031006460

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

010000154000

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 19, 2006, is made and executed between FRED D BEYLER, whose address is 132 GLEN ABBEY WAY, ALABASTER, AL 350073106 and CALIRE P BEYLER, whose address is 132 GLEN ABBEY WAY, ALABASTER, AL 350073106; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 24, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 02-13-2006 IN THE PROBATE OFFICE OF SHELBY COUNTY 20060213000071020.

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 132 GLEN ABBEY WAY, ALABASTER, AL 350070000.

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 \$200000 to \$242000.

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 19, 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:

FRED D'BEYLER

LENDER:

AMSOUTH BANK

Authorized Signer

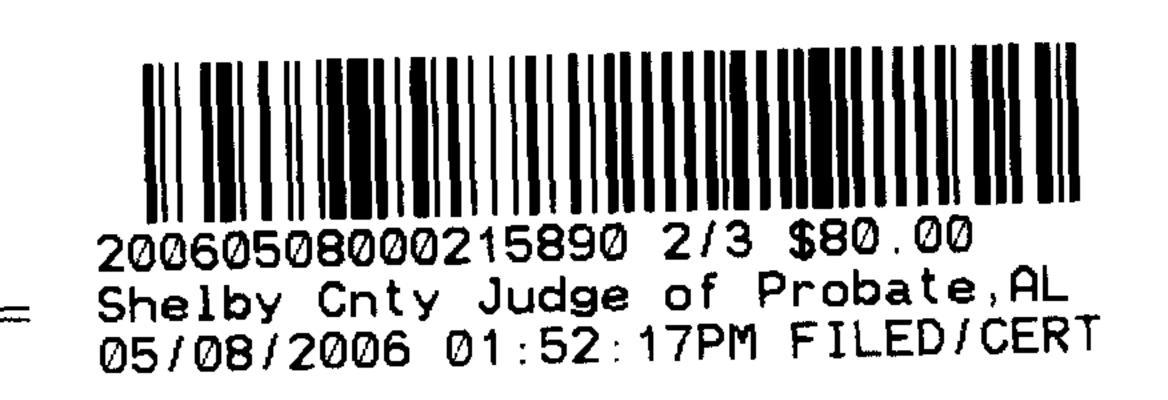
_(Seal)

This Modification of Mortgage prepared by:

Name: Connie Stoves

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

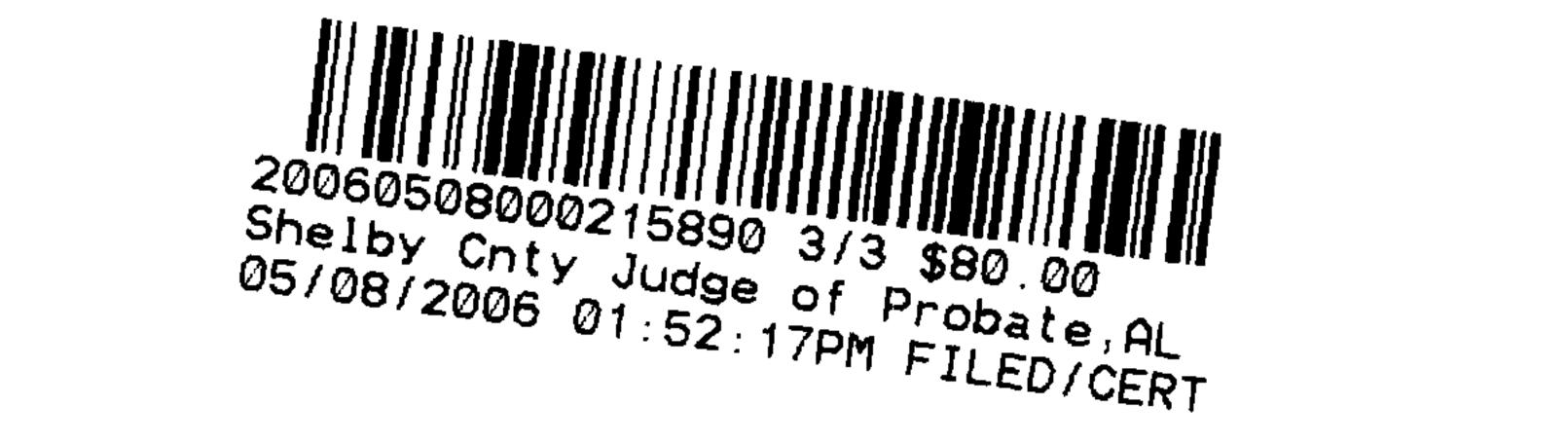


MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	
) SS
COUNTY OF Jeffers-17)
	y in said state, hereby certify that FRED D BEYLER and CALIRE P BEYLER, ument, and who are known to me, acknowledged before me on this day that, the same voluntarily on the day the same bears date. day of
My commission expires 09/03/000	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
) SS
COUNTY OF	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 1000 Holds 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	day of
	Wynha
My commission expires 09/23/2009	Notary Public

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G114C420

SCHEDULE A

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

LOT 57, ACCORDING TO THE SURVEY OF WEATHERLY GLEN ABBEY SECTOR 12 PHASE 2, RECORDED IN MAP BOOK 19 PAGE 103, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 132 GLEN ABBEY WAY

PARCEL: 149312001001024