

## WHEN RECORDED MAIL TO:



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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 27, 2006, is made and executed between FRANK E BAUMANN, whose address is 3133 BRADFORD PL, BIRMINGHAM, AL 352424603 and GLORIA I BAUMANN, whose address is 3133 BRADFORD PL, BIRMINGHAM, AL 352424603; 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 22, 2003 (the "Mortgage") which has been recorded in SHELBY County. State of Alabama, as follows:

RECORDED IN SHELBY COUNTY FL RECORDED DATE 06-06-03 INST # 20030606000352560 MOD RECORDED IN SHELBY COUNTY FL RECORDED DATE 07-28-03 INSTR # 20030728000482630.

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 3133 BRADFORD PLACE, 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 \$127000 to \$250000.

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 27, 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:** 

FRANK E BAUMANN

GLØRIA I BAUMANN

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

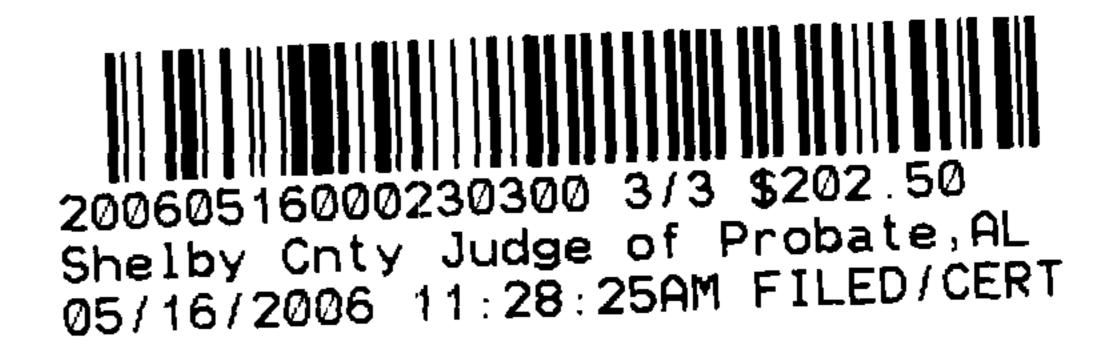
City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT
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STATE OF / WWW.W.)
$\sim 1$
COUNTY OF SILL WY
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FRANK E BAUMANN and GLORIA BAUMANN, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me o
this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.
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 day of , 2000 .
$\frac{1}{1} \frac{1}{1} \frac{1}$
Notary Public
My commission expires $\frac{101281009}{}$
LENDER ACKNOWLEDGMENT
LENDER ACKNOWLEDGMENT
Hubana
STATE OF LENDER ACKNOWLEDGMENT
STATE OF HUMAN
STATE OF HUMAN )
STATE OF    State of
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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 wit full authority, executed the same voluntarily for and as the act of said corporation.
STATE OF    State of
STATE OF    SS
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that  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 wit full authority, executed the same voluntarily for and as the act of said corporation.
STATE OF    SS
STATE OF    SS

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## SCHEDULE A

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

LOT 8, IN BLOCK 1, ACCORDING TO THE SURVEY OF WINDSOR ESTATES, RECORDED IN MAP BOOK 9 PAGE 132A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 3133 BRADFORD PL

PARCEL: 101120001001151