20060526000251170 1/3 \$55.50 Shelby Cnty Judge of Probate, AL 05/26/2006 12:02:26PM FILED/CERT

(Seal)

WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions 600A N. John Rhodes Blvd Melbourne, FL 32934

20061071414300 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY 07/100/4/5-97

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 25, 2006, is made and executed between RICHARD R ROBBINS, whose address is 230 CAHABA OAK TRL, INDIAN SPRINGS, AL 35124 and DORIS ROBBINS A/K/A DORIS R ROBBINS, whose address is 230 CAHABA OAK TRL, INDIAN SPRINGS, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 341 Summit Boulevard, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 8, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 07/30/2004 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN BOOK 20040730000484350 ON 8 PAGES.

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 230 CAHABA OAK TRL, INDIAN SPRINGS, 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 \$100000 to \$125000.

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 25, 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:

Acital Colone (Seal

DORIS ROBBINS

LENDER:

AMSOUTH BANK

Authorized Signer Amy Roberts

This Modification of Mortgage prepared by:

Name: Hannah Reznicek Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

20000526000251170 2/3 \$ 55.50
Shelby Cnty Judge of Probate O

05/26/2006 12:02:26PM FILED/CERT

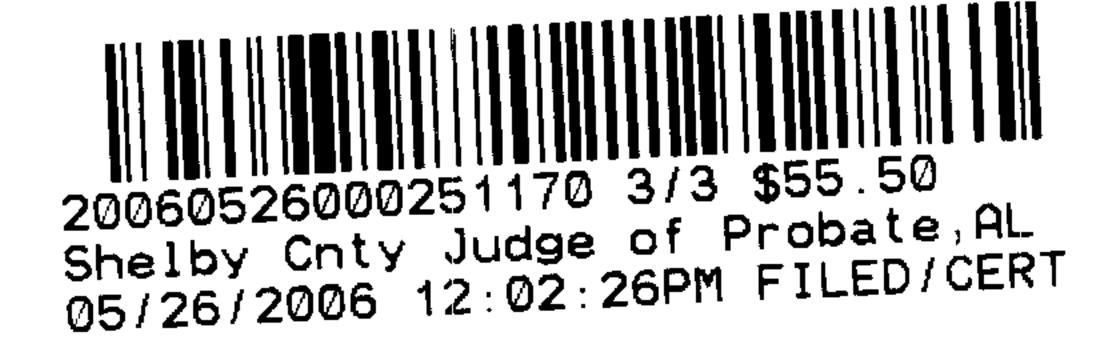
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF		
COUNTY OF JAffer Som) SS)	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RICHARD R ROBBINS and DORIS ROBBINS, 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	
PAUL YOTHER NOTARY PUBLIC My commission expires ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MARCH 24, 2008	Notary Public	
LENDER ACKNOWLEDGMENT		
STATE OF		
COUNTY OF State at lange) SS)	
I, the undersigned authority, a Notary Public in and for said county a corpor acknowledged before me on this day that, being informed of the of full authority, executed the same voluntarily for and as the act of s Given under my hand and official seal this	ration, is signed to the foregoing Modification and who is known to me,	
WENDY JOHNSON My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE WENDY JOHNSON WENDY JOHNSON WENDY JOHNSON WENDY JOHNSON	Notary Public	

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-255107 PR-122



G121FBS8

SCHEDULE A

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

LOT 24, ACCORDING TO THE SURVEY OF CAHABA OAKS, RECORDED IN MAP BOOK 18 PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 230 CAHABA OAKS TRL

PARCEL: 0043596108280003024000