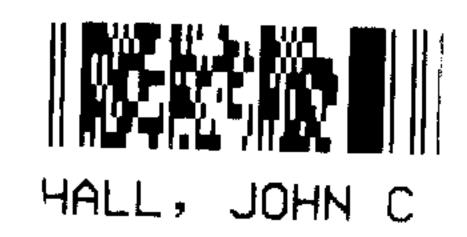
200605310000257210 1/3 \$280.50 Shelby Cnty Judge of Probate, AL 05/31/2006 01:44:56PM FILED/CERT

#### WHEN RECORDED MAIL TO:



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2006, is made and executed between JOHN C HALL JR, whose address is 1998 TIMBER LN, ALABASTER, AL 350079574 and LEE A HALL, aka LEE ANNE HALL, whose address is 1998 TIMBER LN, ALABASTER, AL 350070000; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1235 First Street North, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 21, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON JUNE 04 2003 BY INSTRUMENT #20030604000347460 PG ONE THROUGH 6 SHELBY COUNTY.

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 1998 TIMBER LANE, 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 \$50000.00 to \$225000.00.

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 person 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 MAY 5, 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:

JOHN/C HALL

LENDER:

AMSOUTH BANK

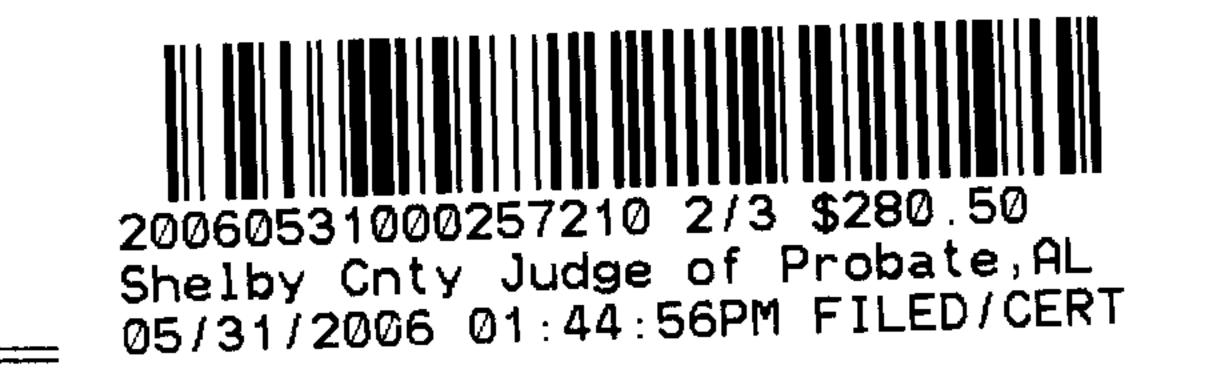
Authorized Signer

This Modification of Mortgage prepared by:

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

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

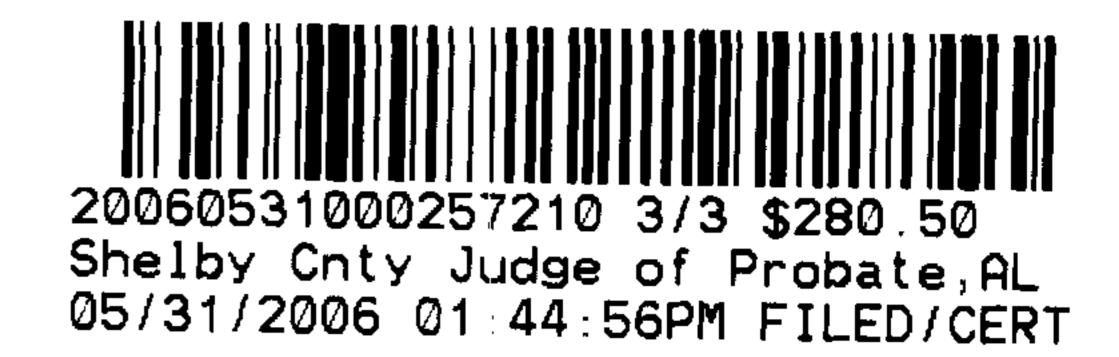


# MODIFICATION OF MORTGAGE (Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	
SIMIL OF THE TOTAL	
COUNTY OF Shelbid	) SS )
	ounty in said state, hereby certify that <b>JOHN C HALL and LEE A HALL, husband</b> at, and who are known to me, acknowledged before me on this day that, being a same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of May 20 00.  Motary Public
My commission expires $H-19-2010$	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
	) SS
county of Shelby	<b>)</b>
I, the undersigned authority, a Notary Public in and for said cour Agent Frage a cor acknowledged before me on this day that, being informed of the full authority, executed the same voluntarily for and as the act of Given under my hand and official seal this	reporation, is signed to the foregoing Modification and who is known to me, se contents of said Modification of Mortgage, he or she, as such officer and with of said corporation.
	McKenze umn Dmald
My commission expires $\frac{1-19-2010}{}$	

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G1301008

## SCHEDULE A

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

LOT 3, ACCORDING TO THE SURVEY OF CAMP BRANCH ESTATES, AS RECORDED IN MAP BOOK 9 PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1998 TIMBER LN

PARCEL: 222090000004015