

20060531000257540 1/3 \$111.50  
Shelby Cnty Judge of Probate, AL  
05/31/2006 02:15:12PM FILED/CERT

WHEN RECORDED MAIL TO:



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

20061181628390

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499826065

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated May 11, 2006, is made and executed between BRENDA F TOLBERT, whose address is 180 MOSS DR, CALERA, AL 350403541 and MELVIN T TOLBERT, whose address is 180 MOSS DR, CALERA, AL 350403541; wife and husband (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 July 12, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 07-29-02 INST # 20020729000349120 .

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 180 MOSS DRIVE, CALERA, AL 350400000.

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 \$80000 to \$143000.

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 MAY 11, 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:

X Brenda Tolbert (Seal)  
BRENDA F TOLBERT

X Melvin T Tolbert (Seal)  
MELVIN T TOLBERT

LENDER:

AMSOUTH BANK

X Gaye Gouge (Seal)  
Authorized Signer

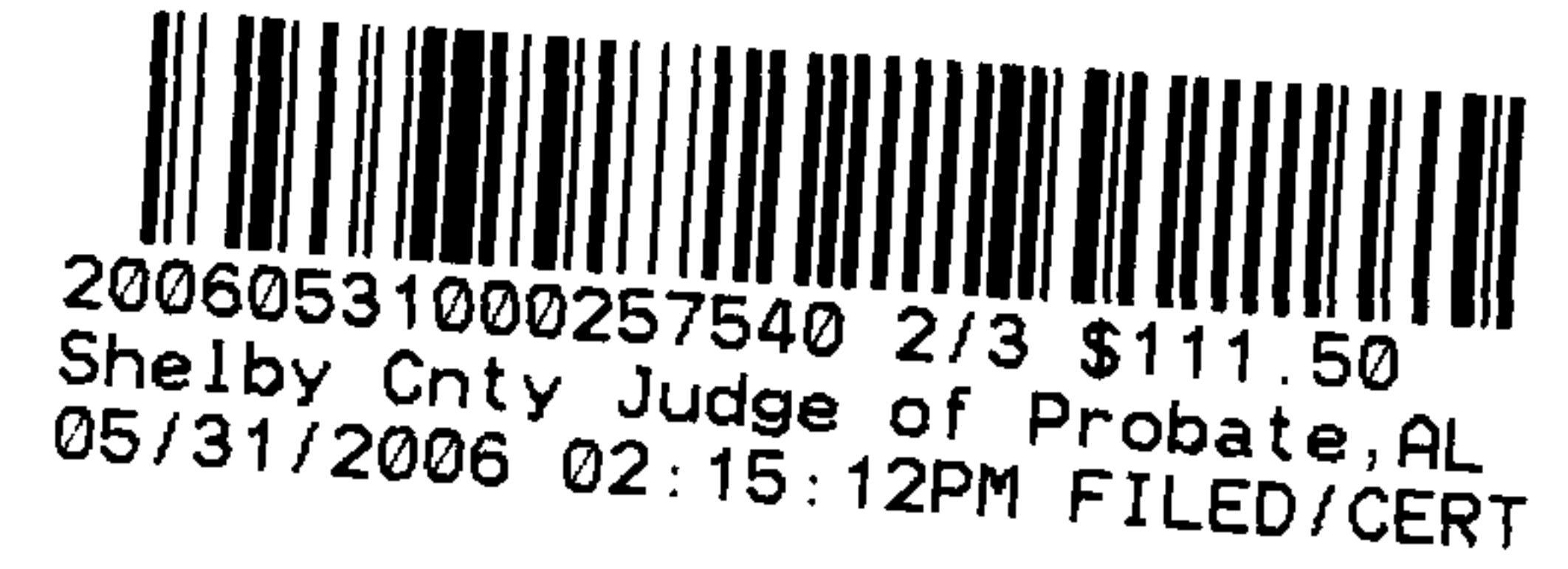
This Modification of Mortgage prepared by:

Name: Sheila F. Parker  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BRENDA F TOLBERT and MELVIN T TOLBERT, wife and husband**, 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 11<sup>th</sup> day of May, 2006.  
Mckenzy Lynn Dmaad  
Notary Public

My commission expires 4-19-2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amsouth Bank 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 11<sup>th</sup> day of May, 2006.  
Mckenzy Lynn Dmaad  
Notary Public

My commission expires 4-19-2010

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## SCHEDULE "A"

THE "REAL PROPERTY" LOCATED IN SHELBY COUNTY, STATE OF ALABAMA:

COMMENCE AT THE NW CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 13 EAST; THENCE NORTH 88 DEGREES 00 MINUTES 25 SECONDS EAST ALONG THE ¼- 1/4 LINE FOR A DISTANCE OF 516.00 FEET; THENCE SOUTH 1 DEGREES 59 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 210.00 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 210.00 FEET; THENCE SOUTH 1 DEGREES 59 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1 DEGREES 59 MINUTES 20 SECONDS EAST FOR DISTANCE OF 682.80 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 610 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SW ¼ OF SAID SECTION; THENCE RUN NORTH 1 DEGREES 52 MINUTES 40 SECONDS WEST A DISTANCE OF 350 FEET, MORE OR LESS, TO A POINT WHICH IS 766.13 FEET NORTH OF THE SE CORNER OF SAID ¼-1/4 SECTION; THENCE NORTH 85 DEGREES 56 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 35.93 FEET TO A CONDITIONAL LINE; THENCE NORTH 4 DEGREES 30 MINUTES 30 SECONDS WEST ALONG SAID CONDITIONAL LINE FOR A DISTANCE OF 311.32 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 634.83 FEET TO THE POINT OF BEGINNING. ALSO RIGHT OF INGRESS AND EGRESS OVER THE EAST 40 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND; COMMENCE AT THE NW CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 13 EAST; THENCE NORTH 88 DEGREES 00 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 210.00 FEET; THENCE SOUTH 1 DEGREE 59 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 210.00 FEET; THENCE SOUTH 1 DEGREES 59 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 24 FEET TO A POINT; THENCE CONTINUE SOUTH 1 DEGREE 59 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 682.80 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 294.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 7 DEGREES 27 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 170.91 FEET; THENCE NORTH 87 DEGREES 27 MINUTES EAST ALONG THE CHORD OF A CURVE WITH A RADIUS OF 3747.92 FEET FOR A DISTANCE OF 106.81 FEET; THENCE NORTH 1 DEGREE 52 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 375 FEET, MORE OR LESS, TO A POINT WHICH IS 419.9 FEET NORTH OF THE SE CORNER OF SAID ¼-1/4 SECTION; THENCE SOUTH 87 DEGREES 58 MINUTES 45 SECONDS WEST A DISTANCE OF 350 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

KNOWN: 180 MOSS DR