20060602000261120 1/3 \$62.00 Shelby Cnty Judge of Probate, AL 06/02/2006 11:25:37AM FILED/CERT

#### WHEN RECORDED MAIL TO:



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

20060651617250

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000103510

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 13, 2006, is made and executed between GLENN W WILLIAMSON, whose address is 1064 SOUTHLAKE CV, HOOVER, AL 352443282 and BEVERLY B WILLIAMSON, whose address is 1064 SOUTHLAKE CV, HOOVER, AL 352443282; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 08-22-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTR # 20050822000430870.

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 1064 SOUTHLAKE CV, HOOVER, AL 35244.

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 \$100,000 to \$130,000.

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 MARCH 13, 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.

GLENN W WILLIAMSON

LENDER:

AMSOUTHBANK

Authorized Signer

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

# MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wabana	
	) SS
COUNTY OF JEFFEYSON	
I, the undersigned authority, a Notary Public in and for said county WILLIAMSON, husband and wife, whose names are signed to the for this day that, being informed of the contents of said Modification, the	in said state, hereby certify that <b>GLENN W WILLIAMSON and BEVERLY B</b> egoing instrument, and who are known to me, acknowledged before me on every executed the same voluntarily on the day the same hears date
1.21/2	lay of March , 20 06.
	Motary Public
My commission expires MY COMMISSION EXPIRES DECEMBER 10	2008
THE TOTAL PROPERTY OF THE PROP	, 2.000
LENDER ACK	NOWLEDGMENT
alalaamo	
STATE OF	
STATE OF MINIOUS OF TO 10 CON	) ) SS
STATE OF MODOWN COUNTY OF JAFRUSON	) ) SS )
COUNTY OF JAFRESON	
COUNTY OF JEFFENSON  I, the undersigned authority, a Notary Public in and for said county in	said state, hereby certify that
COUNTY OF	said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said	said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said	said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said Given under my hand and official seal this	said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said county in a corporati acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of said	said state, hereby certify that

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## SCHEDULE A

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

LOT 51, ACCORDING TO THE SURVEY OF SOUTHLAKE COVE, RECORDED IN MAP BOOK 12 PAGE 98, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1064 SOUTHLAKE CV

PARCEL: 104200006051000