20060602000261300 1/3 $104.75
Shelby Cnty Judge of Probate,AL
06/02/2006 12:52:48PM FILED/CERT

WHEN RECORDED MAIL TO:

SUTTON, BRETT A

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

2066082140347O

MODIFICATION OF MORTGAGE

0704998555 2K

THIS MODIFICATION OF MORTGAGE dated May 15, 2006, is made and executed between BRETT A SUTTON, whose address is 1033 BARKLEY DR, BIRMINGHAM, AL 352424670 and PAM M SUTTON, whose address is 1033 BARKLEY DR, BIRMINGHAM, AL 352424670; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 6, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 12-18-2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN OFFICIAL RECORDSIN IN INSTRUMENT NUMBER 20021218000634490 AND MODIFIED ON 05-15-2006.

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 1033 BARKLEY DR, BIRMINGHAM, AL 352420000.

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 $50,000.00 to $108,500.00.

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 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 15, 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 Brett A Sutton (Seal)
BRETT A SUTTON

X Pam M Sutton (Seal)
PAM M SUTTON

LENDER:

AMSOUTH BANK

X S. Lason Pelot (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Laura Hocutt
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BRETT A SUTTON and PAM M SUTTON, 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 15 **day of** May **20**06.

Sandra J Crowley
Notary Public

My commission expires 2/24/2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that S. Eason Balch of 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 15 **day of** May, **20**06

Sandra J Crowley
Notary Public

My commission expires 2/24/2010

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SCHEDULE "A"

LOT 53, ACCORDING TO THE SURVEY OF BARKLEY SQUARE, AS RECORDED IN MAP BOOK 27, PAGE 32 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, PROVISIONS, COVENANTS, BUILDING SET-BACK LINES AND RIGHTS OF WAY OF RECORD.

KNOWN: 1033 BARKLEY DR