20060609000275410 1/3 \$32.95 Shelby Cnty Judge of Probate, AL 06/09/2006 03:01:12PM FILED/CERT

WHEN RECORDED MAIL TO:

Amsouth Rank



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

20060931703180

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 20, 2006, is made and executed between RHONDA S MCCLENDON, AKA RHONDA MCCLENDON whose address is 318 TRADEWINDS CIR, ALABASTER, AL 350073039 and FREDERICK K MCCLENDON, AKA FREDERICK KEITH MCCLENDON whose address is 318 TRADEWINDS CIR, ALABASTER, AL 350073039; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 20, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10/14/2005 INSTR#20051014000538210 PGS 1-8 SHELBY COUNTY MODIFEID ON 05/20/2006.

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 318 TRADE WINDS CIR, 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 \$15,000 to \$24,300.

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 20, 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:

FREDERICK K MCCLENDON

LENDER:

AMSOUTH BANK

Authorized Signer

_(Seal)

This Modification of Mortgage prepared by:

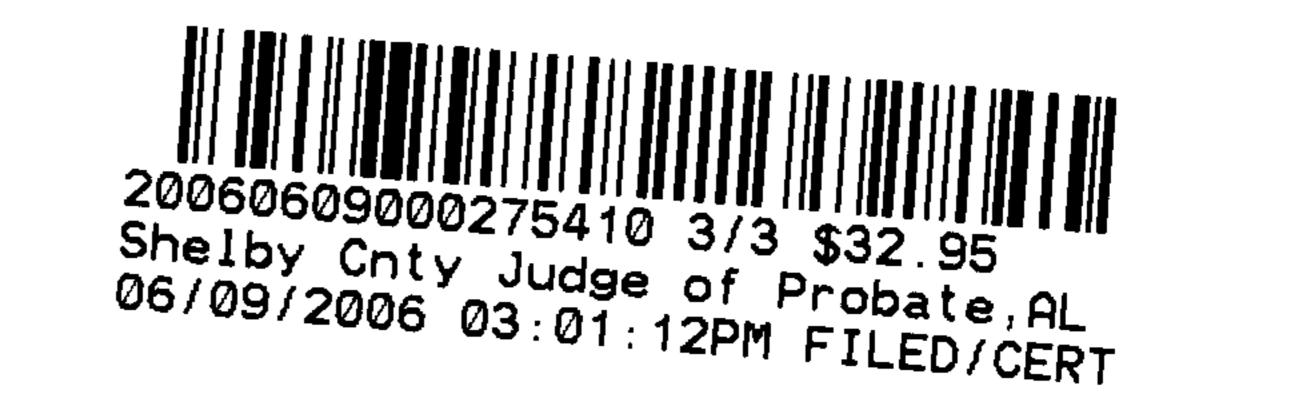
Name: Brenda Rollins

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT
$\mathcal{N} = \mathcal{N} = \mathcal{N} = \mathcal{N}$
STATE OF Alabama
) SS
COUNTY OF SWELDY
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RHONDA S MCCLENDON and FREDERICK K MCCLENDON, 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
My commission expires Notary Public Notary P
LENDER ACKNOWLEDGMENT
STATE OF Malaama
country of Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stephan Whiten 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 20 day of William 20

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SCHEDULE A

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

LOT 88, ACCORDING TO THE SURVEY OF PORTSOUTH 3RD SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 318 TRADEWINDS CIR

PARCEL: 137262001003026