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2006 1041429170 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 6, 2006, is made and executed between DAVID E DESANTIS, whose address is 2023 LAKE HEATHER DR, BIRMINGHAM, AL 352424835 and TERRI D DESANTIS, whose address is 2023 LAKE HEATHER DR, BIRMINGHAM, AL 352424835; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 19, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY ON 3/31/03 IN INSTRUMENT# 20030331000191220.

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 2023 LAKE HEATHER DR, BIRMINGHAM, AL 35242.

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 \$75,000 to \$189000.

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 6, 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.

GRANTØR:

DAVID E DESANTIS

ECANITIC (Seal)

TERRI D DESANTIS

LENDER:

AMSOUTH BANK

Authorized Signer

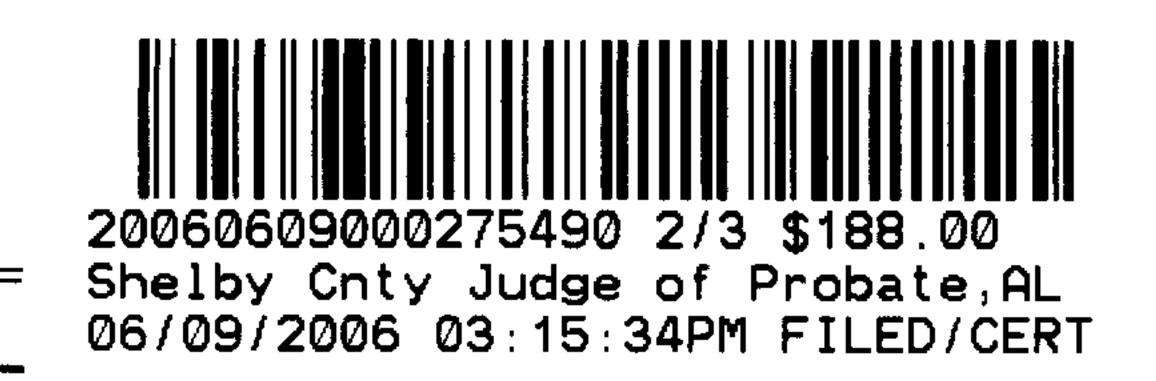
This Modification of Mortgage prepared by:

Name: Wendy Doss

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283



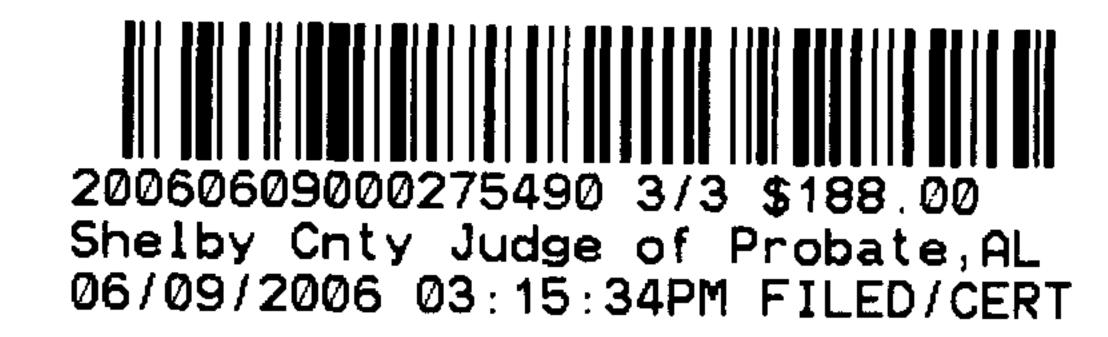
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

| STATE OF Alabama | |
|---|---|
| county of Shelby |) SS |
| DESANTIS, husband and wife, whose names are signed | to the foregoing instrument, and who are known to me, acknowledged before me of fication, they executed the same voluntarily on the day the same bears date. day of, 20 |
| My commission expires 4125/10 | Notary Public |
| IFND | ER ACKNOWLEDGMENT |
| | LN ACKINOVYLEDGIVIEIVI |
| STATE OF Alabama | LA ACRIVOVEEDGIVIEIVI) |
| |)) SS) |
| state of Alabama county of Shelby I, the undersigned authority, a Notary Public in and for said |) d county in said state, hereby certify that a corporation, is signed to the foregoing Modification and who is known to me of the contents of said Modification of Mortgage, he or she, as such officer and with |
| state of Habama country of Shelby I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed |) d county in said state, hereby certify that a corporation, is signed to the foregoing Modification and who is known to me of the contents of said Modification of Mortgage, he or she, as such officer and with |
| country of Shelby I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and as the |) SS) d county in said state, hereby certify that |

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SCHEDULE "A"

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

LOT 40, ACCORDING TO THE SURVEY OF LAKE HEATHER ESTATES GIVIANPOUR'S ADDITION TO INVERNESS, AS RECORDED IN MAP BOOK 16, PAGE 121 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN:

2023 LAKE HEATHER DRIVE