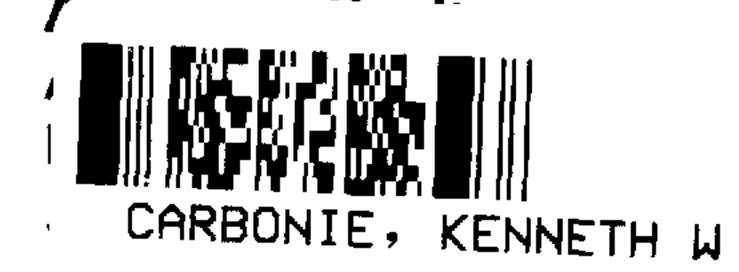
20060609000275690 1/3 \$68.00 Shelby Cnty Judge of Probate, AL 06/09/2006 03:43:45PM FILED/CERT

WHEN RECORDED MAIL TO:



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20041310955200 070499295360

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 18, 2006, is made and executed between KENNETH W CARBONIE, A/K/A KENNETH WAYNE CARBONIE, A/K/A KEN CARBONIE, whose address is 4942 MEADOW BROOK WAY, BIRMINGHAM, AL 352423011 and MARILYN C CARBONIE, A/K/A MARYLYN A CARBONIE, A/K/A MARYLYN CRUMPTON CARBONIE, whose address is 4942 MEADOW BROOK WAY, BIRMINGHAM, AL 352423011; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 1, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-17-1998 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTR # 1998-22599 MOD 11-17-2003 REC 10-30-2003 INSTR # 20031030000723050 MOD 05-19-2005 REC 6-15-2005 INSTR # 20050615000292680.

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 4942 MEADOW BROOK WAY, 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 \$87000 to \$117000.

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 18, 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:

KENNETH W CARBONIE

MARILYN C CARBONIE

LENDER:

AMSOUTH BANK

1/1/m_/

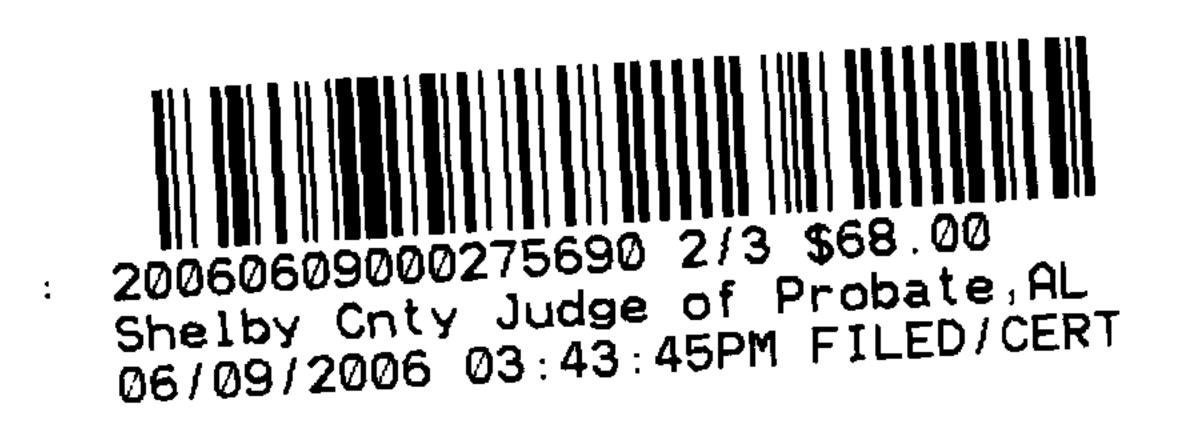
Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283



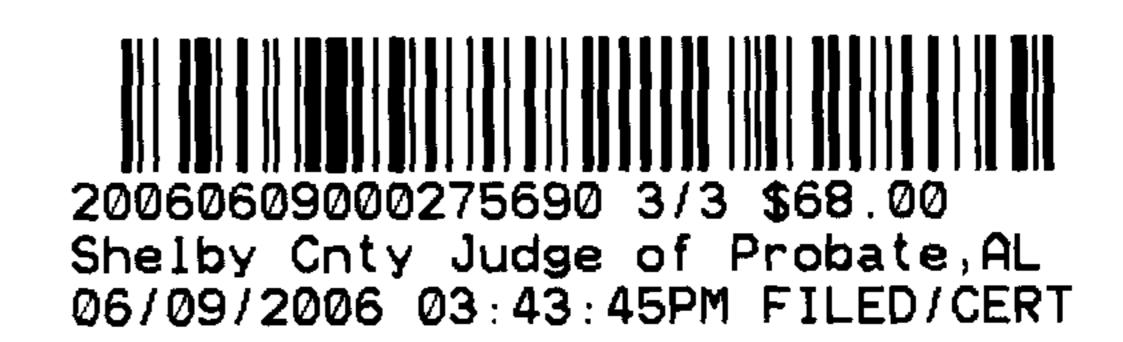
MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)			
) SS			
county of Shelby				
I, the undersigned authority, a Notary Public in and for CARBONIE, husband and wife, whose names are signed this day that, being informed of the contents of said Mo	ed to the foregoing in	strument, and who are	known to me, acknowled	iged before me on
Given under my hand and official seal this	day of	May	, 20 <u>06</u> ,	
		11	1.42	
	*** OCTODED 14 2000		Notary Public	
MY COMMISSION EXPIRI	3 UCTUDEN 14, 2003	ι		
My commission expires				
LENDER ACKNOWLEDGMENT				
LEIN	DEN ACKINON	LEDGIVICIVI		
STATE OF Alabama	}			
) SS			
COUNTY OF Shelby	}			
I, the undersigned authority, a Notary Public in and for s	said county in said sta	ate, hereby certify that	Molnea R Keilen	
	_ a corporation, is	signed to the foregoin	g Modification and who	
acknowledged before me on this day that, being inform full authority, executed the same voluntarily for and as			ortgage, he or she, as suc	ch officer and with
Given under my hand and official seal this		May	, 20 <u>0</u> \(\begin{align*}{c} \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	
		M	43/	
			Notary Public	
MY COMMISSION EXPIRES	OCTOBER 14, 2009			•
My commission expires				

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G1437704

SCHEDULE A

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

LOT 76, ACCORDING TO THE SURVEY OF MEADOWBROOK ESTATES, PHASE 1, SECTION 2, AS RECORDED IN MAP BOOK 7 PAGE 65, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4942 MEADOW BROOK WAY

PARCEL: 093060001001057