20060612000278250 1/3 \$33.00 Shelby Cnty Judge of Probate, AL 06/12/2006 03:26:47PM FILED/CERT

WHEN RECORDED MAIL TO:

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

20061301048320 130000129968

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 19, 2006, is made and executed between ARETHA KUKOYI, A/K/A ARETHA ORMOND, whose address is 205 LAKE FOREST WAY, MAYLENE, AL 351144916 and KUKOYI, whose address is 205 LAKE FOREST WAY, MAYLENE, AL 351144916; wife and MOBOLAJI husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1304 Tomahawk Road, Birmingham, AL 35214 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 7, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

ON 12-02-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INSTR # 20051202000626310.

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 205 LAKE FOREST WAY, MAYLENE, AL 351140000.

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 \$50000 to \$60000.

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 19, 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:

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

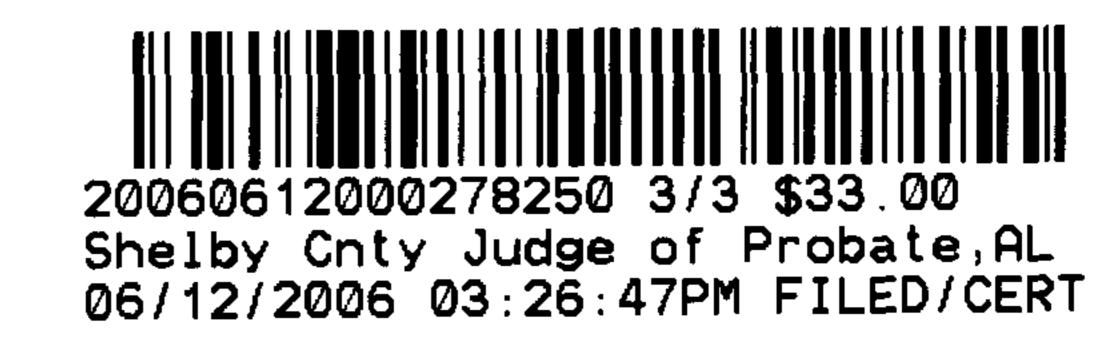
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
country of Jefforson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ARETHA KUKOYI and MOBOLAJI KUKOYI, 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 day of day of, 20 06, 20 06
PAUL YOTHER NOTARY PUBLIC My commission expires ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MARCH 24, 2008
LENDER ACKNOWLEDGMENT
STATE OF Ajabama
country of State at large
The contract of the contract o
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that

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SCHEDULE "A"

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

LOT 215, ACCORDING TO THE SURVEY OF LAKE FOREST SECOND SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 142, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

KNOWN: 205 LAKE FOREST WAY

PARCEL: 232090003015000