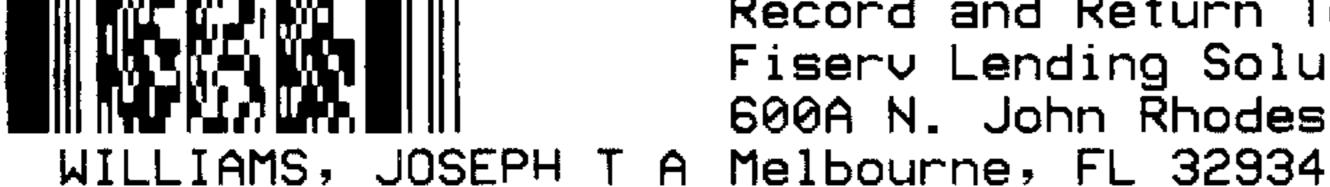
20060612000278260 1/4 \$96.00 Shelby Cnty Judge of Probate, AL 06/12/2006 03:29:42PM FILED/CERT

#### WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions 600A N. John Rhodes Blvd

## 200612112020

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# 070499MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 22, 2006, is made and executed between JOSEPH T WILLIAMS A/K/A JOSEPH T WILLIAMS JR, whose address is 3588 57 HWY, VINCENT, AL 351786231 and JEANETTE S. WILLIAMS, whose address is 3588 57 HWY, VINCENT, AL 351786231; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 0, 9 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY ON 9/13/02 IN INSTRUMENT # 20020913000441600.

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 3588 HWY 57, VINCENT, AL 351780000.

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 \$150,000 to \$200,000.

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 22, 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

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: Wendy Doss

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

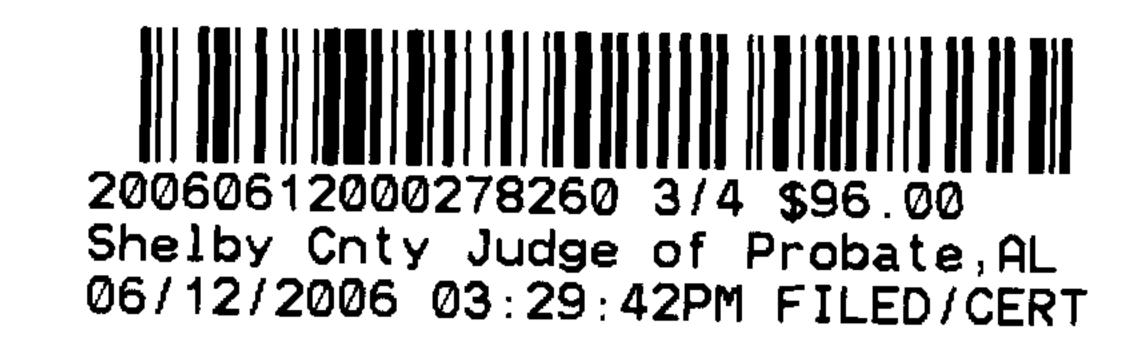
# MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF	MAMMA	}
		) SS
COUNTY OF	eise	
X		
I, the undersigned author WILLIAMS bushand and	rity, a Notary Public in and for said count	ty in said state, hereby certify that JOSEPH T WILLIAMS and JEANETTE S.
this day that, being infor	med of the contents of said Modification, t	regoing instrument, and who are known to me, acknowledged before me on hey executed the same voluntarily on the day the same bears date.
Given under my hand an		day of May . 2006.
Givoir ariabi illy mana an		- day or
		Famila K. Journom
	NOTARY PUBLIC STATE OF ALABAMA AT LARGE	Notary Public
My commission expires	MY COMMISSION EXPIRES: Dec 13, 2008	
	BONDED THRU NOTARY PUBLIC UNDERWRITERS	
	I ENIDED AC	KNOWLEDGMENT
		INIAO AA FEDGIAIEIA I
	i Anno 11	
STATE OF		
		) SS
COUNTY OF	leson	
7///)		
		in said state, hereby certify that $Juda Franks$
I the undersianed author	ity a Natary Dublic in and for eaid county i	DI CAMI CIALA MAKANU PAKINU INGI - A IZIFILA I A - A - A - A - A - X
I, the undersigned author		
	a corpora	ation, is signed to the foregoing Modification and who is known to me, ontents of said Modification of Mortgage, he or she, as such officer and with
acknowledged before me	a corpora	ation, is signed to the foregoing Modification and who is known to me, ontents of said Modification of Mortgage, he or she, as such officer and with
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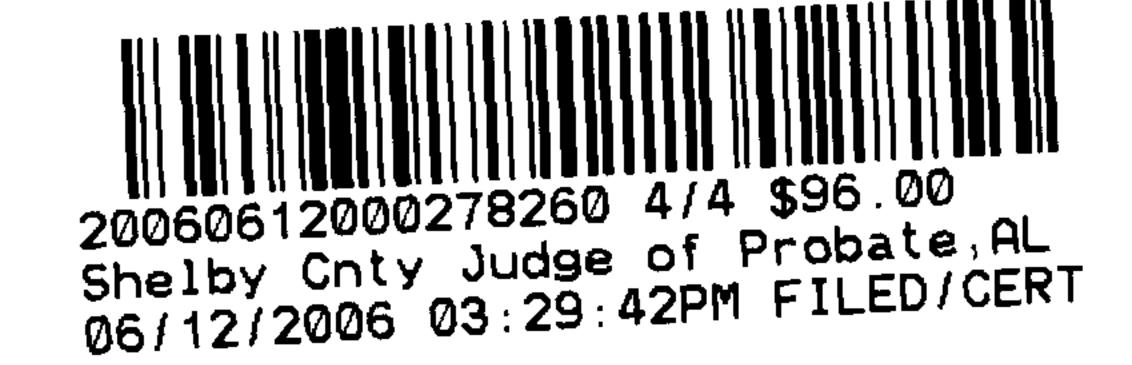
LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL S:\SYSAPPS\LaserPro\CFI\CFI\LPL\G201.FC TR-258528 PR-122



### EXHIBIT "A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SHELBY, ALABAMA:

FROM THE TRUE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 2 EAT, RUN THENCE MAG. NORTH 89° 35' 00" EAST ALONG THE TRUE SOUTH BOUNDARY OF SAID SECTION 14, A DISTANCE OF 1,329.90 FEET OT THE TRUE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 - SOUTHWEST 1/4 OF SAID SECTION 14; THENCE CONTINUE ALONG SAID COURSE A DISTANCE OF 122.68 FEET TO A POINT ON THE EAST BOUNDARY OF COUNTY HIGHWAY NO. 57, BEING THE POINT OF BEGINNING OF HEREIN-DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID CURSE A DISTANCE OF 674.63 FEET TO A POINT ON THE CREST OF AN UN-NAMED MOUNTAIN; THENCE TURN 49° 55' 00" LEFT AND RUN 313.60 FEET ALONG SAID MOUNTAIN CREST AND FOLLOWING COURSES: 18° 48' 35" RIGHT FOR 107.20 FEET; 08° 06' 50" LEFT FOR 345.77 FEET; 02° 18' 25" LEFT FOR 260.50 FEET; 00° 22' 35" LEFT FOR 252.35 FEET, 01° 49' 35" RIGHT FOR 216.33 FEET; 07° 47' 00" LEFT FOR 142.11 FEET; 04° 37' 35" LEFT FOR 294.39 FEET; 04° 58' 30" RIGHT FOR 236.60 FEET; 07° 26' 05" RIGHT OFR161.06 FEET; 07°48' 55" LEFT FOR 150.09 FEET ALONG SAID MOUNTAIN CREST; THENCE TURN 60V23' 40" RIGHT LEAVING MOUNTAIN CREST FOR 530.28 FEET TO A POINT ON THE NORTHWESTERLY BANK OF KELLEY CREEK; THENCE TURN 66° 47' 45" LEFT AND RUN 45.65 FEET ALONG SAID CREEK BANK; THENCE TURN 05° 10' 20" LEFT AND RUN 30.88 FEET ALONG SAID CREEK BANK; THENCE TURN 41° 09' 06" RIGHT AND RUN 209.93 FEET ALONG SAID CREEK BANK; THENCE TURN 07°11' 36" RIGHT AND RUN 193.55 FEET ALONG SAID CREEK BANK; THENCE TURN 144° 08' 22" LEFT LEAVING SAID CREEK BANK FOR 363.23 FEET; THENCE TURN 17° 00' 00" LEFT FOR 413.00 FEET; THENCE TURN 55° 00' 00" RIGHT FOR 544.49 FEET; THENCE TURN 101° 20' 00" LEFT FOR 84.99 FEET; THENCE TURN 08° 46' 20" RIGHT AND RUN 220.70 FEET TO FUTURE REFERENCE POINT "B"; THENCE TURN 56° 33' 17" RIGHT AND RUN 1,450.81 FEET TO FUTURE REFERENCE POINT "A"; THENCE TURN 25° 51' 13" RIGHT AND RUN 18.23 FEET TO A POINT IN THE CENTER OF A WOODS ROAD; THENCE TURN 65° 27' 07" LEFT AND RUN 58.52 FEET ALONG SAID ROAD CENTERLINE AND THE FOLLOWING COURSES: 02V 39' 51" RIGHT FOR 36.53 FEET: 11° 35' 53" RIGHT FOR 42.55 FEET; 07° 61' 54" RIGHT FOR 23.66 FEET; 07° 07' 54" RIGHT FOR 89.88 FEET; 02° 42' 45" LEFT FOR 239.61 FEET; 02° 18' 59" RIGHT FOR 49.41 FEET; 08° 40' 18" RIGHT FOR 36.73 FEET; 05° 01' 41" RIGHT FOR 30.83 FEET; 02° 10' 50" RIGHT FOR 77.00 FEET; 05° 44' 59" RIGHT FOR 34.48 FEET; THENCE TURN 50° 39' 43" LEFT LEAVING ROAD FOR 115.40 FEET TO A POINT ON THE EAST BOUNDARY OF COUNTY HIGHWAY NO. 57; THENCE TURN 70° 59' 10" LEFT AND RUN 142.69 FEET ALONG SAID HIGHWAY BOUNDARY AND THE FOLLOWING COURSES: 01° 53' 57" LEFT FOR 506.82 FEET; 03° 58' 02" LEFT FOR 94.49 FEET; 08° 10' 06" LEFT FOR 298.36 FEET; 06° 22' 49" LEFT FOR 88.01 FEET; 09° 34' 31" LEFT FOR 325.32 FEET; THENCE TURN 124° 41' 48" LEFT LEAVING HIGHWAY BOUNDARY FOR 167.64 FEET TO A POINT ON THE TRUE EAST BOUNDARY OF THE NORTHWEST 1/4 - SOUTHWEST 1/4 OF AFOREMENTIONED SECTION N14: THENCE TURN 134° 09' 64" RIGHT AND RUN 661.05 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 - SOUTHWEST 1/4; THENCE TURN 90V 33' 29" RIGHT AND RUN ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4 - SOUTHWEST 1/4 A DISTANCE OF 29.53 FEET TO POINT ON THE EAST BOUNDARY OF AFOREMENTIONED COUNT HIGHWAY NO. 57; THENCE TURN 100° 01' 35" LEFT AND RUN 1,051.98 FEET ALONG SAID HIGHWAY BOUNDARY; THENCE TURN 10° 36' 12" RIGHT AND RUN 204.08 FEET ALONG SAID HIGHWAY BOUNDARY; THENCE TURN 10° 26' 58" RIGHT AND RUN 83.71 FEET ALONG SAID HIGHWAY BOUNDARY TO THE POINT OF BEGINNING OF HEREIN-DESCRIBED PARCEL OF LAND, ALSO A 20.00 FOOT



EASEMENT FOR INGRESS AND EGRESS TO WIT: FROM POINT "B" IN THE ABOVE-DESCRIBED PARCEL OF LAND RUN MAG. NORTH 63° 41' 03" WEST A DISTANCE OF 1,450.81 FEET TO POINT "A"; THENCE TURN 25° 51' 13" RIGHT AND RUN 18.23 FEET OT THE POINT OF BEGINNING OF THE CENTER LIEN OF HEREAFTER-DESCRIBED 20.00 FOOT EASEMENT FOR INGRESS AND EGRESS; THENCE TURN 66° 27' 07" LEFT AND RUN 58.62 FEET ALONG SAID EASEMENT CENTERLINE AND THE FOLLOWING COURSES: 02° 39' 61" RIGHT FOR 44.53 FEET; 05° 43' 16" RIGHT FOR 40.99 FEET; 03° 38' 69" RIGHT FOR 87.48 FEET; 04° 31' 61" RIGHT FOR 36.63 FEET; 11° 35' 53" RIGHT FOR 42.55 FEET; 07° 51' 54" RIGHT FOR 23.66 FEET; 07° 07' 54" RIGHT FOR 89.88 FEET; 02° 42' 45" LEFT FOR 239.61 FEET; 02° 18' 59" RIGHT FOR 49.41 FEET; 08° 40' 18" RIGHT FOR 36.73 FEET; 05° 01' 41" RIGHT FOR 30.83 FEET; 02° 10' 50" RIGHT FOR 77.00 FEET; 05° 44' 59" RIGHT FOR 34.48 FEET; 05° 03' 15" RIGHT FOR 27.54 FEET; 03° 68' 56" RIGHT FOR 81.18 FEET; 07°11' 35" LEFT FOR 33.49 FEET; 14° 39' 00" LEFT FOR 24.80 FEET; THENCE TURN 20° 17' 52" LEFT AND RUN 51.81 FEET ALONG SAID EASEMENT CENTERLINE TO A POINT OF TERMINATION IN THE CENTER OF COUNTY HIGHWAY NO. 57.

#### LESS AND EXCEPT

FROM THE TRUE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 2 EAST, RUN THENCE MAG. NORTH 89° 35' 00" EAST ALONG THE TRUE SOUTH BOUNDARY OF SAID SECTION 14, A DISTANCE OF 1,329.90 FEET TO THE TRUE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 - SOUTHWEST 1/4 OF SAID SECTION 14; THENCE CONTINUE ALONG SAID CURSE A DISTANCE F 797.31 FEET TO A POINT ON THE CREST OF AN UNNAMED MOUNTAIN; THENCE TURN 49° 55' 00" LEFT AND RUN 313.60 FEET ALONG SAID MOUNTAIN CREST AND THE FOLLOWING COURSES: 18° 48' 35" RIGHT FOR 107.20 FEET; 08° 06' 50" LEFT FOR 345.77 FEET; 02° 18' 25" LEFT FOR 260.50 FEET; 00° 22'35" LEFT FOR 252.35 FEET; 01° 49' 35" RIGHT FOR 216.33 FEET; 07° 47' 00" LEFT FOR 142.11 FEET; 04° 37' 35" LEFT FOR 294.39 FEET; 04° 58' 30" RIGHT FOR 236.60 FEET; 07° 26' 05" RIGHT FOR 161.06 FEET; 07° 48' 55" LEFT FOR 150.09 FEET ALONG SAID MOUNTAIN CREST; THENCE TURN 60° 23' 40" RIGHT LEAVING MOUNTAIN CREST FOR 530.28 FEET TO A POINT ON THE NORTHWESTERLY BANK OF KELLEY CREEK; THENCE TURN 66° 47' 45" LEFT AND RUN 45.65 FEET ALONG SAID CREEK BANK; THENCE TURN 05° 10' 20" LEFT AND RUN 30.88 FEET ALONG SAID CREEK BANK; THENCE TURN 07° 11' 36" RIGHT AND RUN 209.93 FEET ALONG SAID CREEK BANK; THENCE TURN 144° 08' 22" LEFT LEAVING SAID CREEK BANK FOR 363.23 FEET; THENCE TURN 17° 00' 00" LEFT FOR 413.00 FEET TO THE POINT OF BEGINNING OF HEREIN-DESCRIBED PARCEL OF LAND; THENCE TURN 55° 00' 00" RIGHT FOR 544.49 FEET; THENCE TURN 101° 20' 00" LEFT FOR 84.99 FEET; THENCE TURN 08° 46' 20" RIGHT AND RUN 220.70 FEET; THENCE TURN 56° 33' 17" RIGHT AND RUN 1,450.81 FEET; THENCE TURN 25° 51' 13" RIGHT AND RUN 18.23 FEET TO A POINT IN THE CENTER OF A WOODS ROAD; THENCE TURN 65° 27' 07 LEFT AND RUN 58.52 FEET ALONG SAID ROAD CENTERLINE AND THE FOLLOWING COURSES: 02° 39' 51" RIGHT FOR 44.53 FEET; 05° 43'16" RIGHT FOR 40.99 FEET; 03° 38' 59" RIGHT FOR 87.48 FEET; 04° 31' 51" RIGHT FOR 36.53 FEET; 11° 36' 53" RIGHT FOR 42.55 FEET; 07° 51' 54" RIGHT FOR 23.66 FEET; 07° 07' 54" RIGHT FOR 89.88 FEET; 02° 42' 45" LEFT FOR 239.1 FEET; 02° 18' 59" RIGHT FOR 49.41 FEET; 08° 40' 18" RIGHT FOR 36.73 FEET; 05° 01' 41" RIGHT FOR 30.83 FEET; 02° 10' 50" RIGHT FOR 77.00 FEET; 05° 44' 59" RIGHT FOR 34.48 FEET; THENCE TURN 50° 39' 43" LEFT LEAVING SAID ROAD FOR 115.40 FEET OT A POINT ON THE EAST BOUNDARY OF COUNTY HIGHWAY NO. 57; THENCE TURN 70° 59' 10 LEFT AND RUN 75.00 FEET ALONG SAID HIGHWAY BOUNDARY; THENCE TURN 85° 49' 25" LEFT AND RUN 3,003.36 FEET TO THE POINT OF BEGINNING OF HEREIN-DESCRIBED PARCEL OF LAND.

KNOWN:

3588 HIGHWAY 57

PARCEL:

05-6-14-0-000-004-000