

WHEN RECORDED MAIL TO:

FIORELLA, JEROME H

A ma Carrella Daniel

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

071100225366

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 18, 2006, is made and executed between JEROME H FIORELLA, whose address is 3572 SHANDWICK PL, BIRMINGHAM, AL 35242 and PENNY T FIORELLA, whose address is 3572 SHANDWICK PL, BIRMINGHAM, AL 35242; 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 June 10, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY ALABAMA ON 07/01/2005 IN 20050701000328410 1/8.

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 3572 SHANDWICK PL, 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 \$41800 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 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:

FILDMU (N) (UUXXX (Seal)

LENDER:

AMSOUTH BANK

JEROME H FIORELLA

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: April Cordes

Address: P.O. BOX 830721

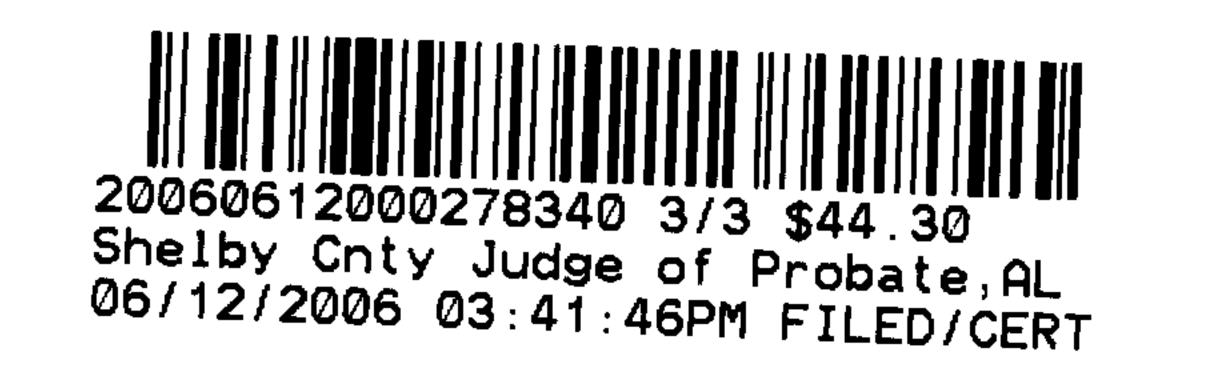
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MUNICIPAL ,
) ss
COUNTY OF States
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JEROME H FIORELLA and PENNY T FIORELLA, husband and wife, 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 18 day of 2006 .
Pamela Rounder Notary Public
MY COMMISSION EXPIRES: Dec 13, 2008 My commission expires BONDED THRU NOTARY PUBLIC UNDERWRITERS
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LENDER ACKNOWLEDGMENT
STATE OF ACKNOWLEDGMENT)
STATE OF Alabama
STATE OF Alabama) COUNTY OF Aleeson)
STATE OF Alabama) COUNTY OF Jeffeeson) I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Judy Franks
STATE OF STA
STATE OF COUNTY OF SSS COUNTY OF SSS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Subject of 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.
STATE OF COUNTY OF SCOUNTY OF SINGLE SOLUTION STATE OF ST
STATE OF COUNTY OF SSS COUNTY OF SSS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Subject of 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.



SCHEDULE "A"

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

LOT 108, ACCORDING TO THE SURVEY OF GREYSTONE – 1ST SECTOR, 1ST PHASE AS RECORDED IN MAP BOOK 14, PAGE 91 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN:

3572 SHANDWICK PLACE