

WHEN RECORDED MAIL TO:

LAY, GEORGIA A *AKA

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

20061331445010 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07049818161 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 23, 2006, is made and executed between GEORGIA A LAY, AKA GEORGIA N LAY, AKA GEORGIA LAY Whose address is 194 NARROWS DR APT#:2, BIRMINGHAM, AL 352428667; unmarried (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 June 21, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-09-2002 IN SHELBY COUNTY INST #20020709000316160.

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 640 NARROWS POINT 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 \$55000 to \$76000.

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 23, 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

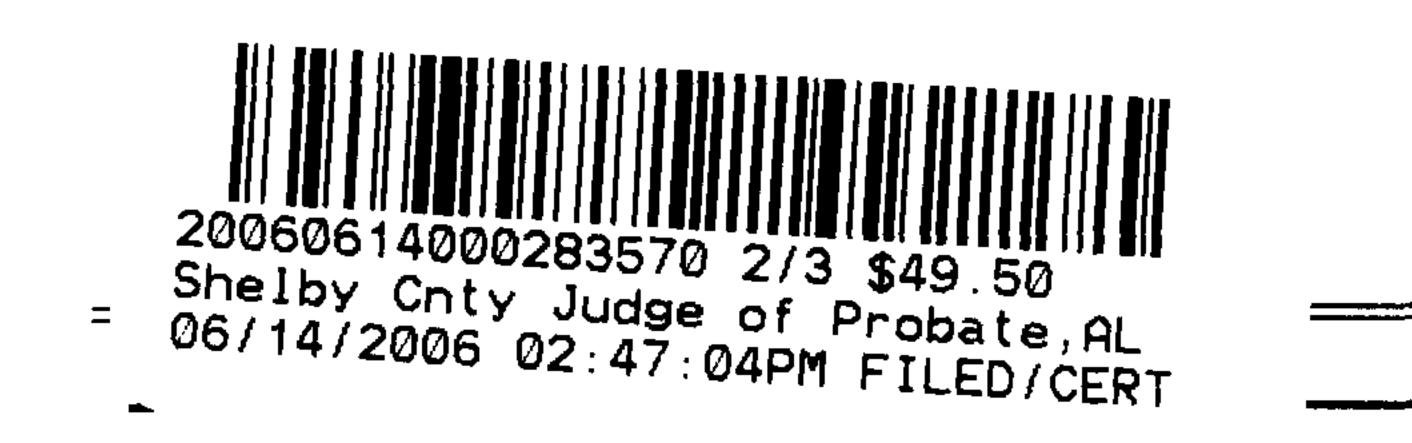
Authorized Signer

This Modification of Mortgage prepared by:

Name: Connie Stoves Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283



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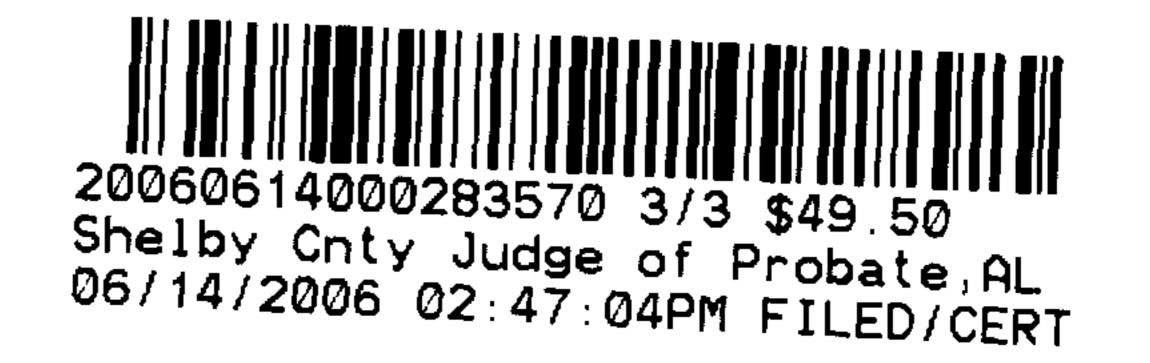
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Aldrama)	
) SS	
county of Shell		
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GEORGIA A LAY, unmarried, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.		
Given under my hand and official seal this	24th day of Ma	<u> </u>
		1/1/1/1
MY COMMISSION EXPIRES OCTOBER 14, 2009		
	LO COTOBLITT, 2000	
My commission expires		
LENDER ACKNOWLEDGMENT		
STATE OF Alabama		
) SS	
county of Sheb-	}	
ا, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that		
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.		
Given under my hand and official seal this	QUE day of Man	, 20 <u>06</u> .
		MARCA MARCANIA
Notary Public		
MY COMMISSION EXPIRES OCTOBER 14, 2009		
My commission expires		

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SCHEDULE A

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

LOT 11, ACCORDING TO THE SURVEY OF NARROWS POINT, AS RECORDED IN MAP BOOK 26 PAGE 81, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 640 NARROWS POINT WAY

PARCEL: 09-4-20-4-002-011-000