20060614000283580 1/3 \$25.50 Shelby Cnty Judge of Probate, AL 06/14/2006 02:49:31PM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600A N. John Rhodes Blyd WHITE, BOBBY R AKA W Melbourne, FL 32934

20061141703080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

07049995010 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 24, 2006, is made and executed between BOBBY R WHITE, AKA BOBBY RAY WHITE whose address is 132 ESSEX DR, STERRETT, AL 351477000 and ROBYN WHITE, whose address is 132 ESSEX DR, STERRETT, AL 351477000; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 25, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 11-14-2000 SHELBY COUNTY INST # 2000-39504

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 132 ESSEX DRIVE, STERRETT, AL 35147.

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 \$60000 to \$65,000.00.

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 24, 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:

(Seal)

LENDER:

AMSOUTH BANK

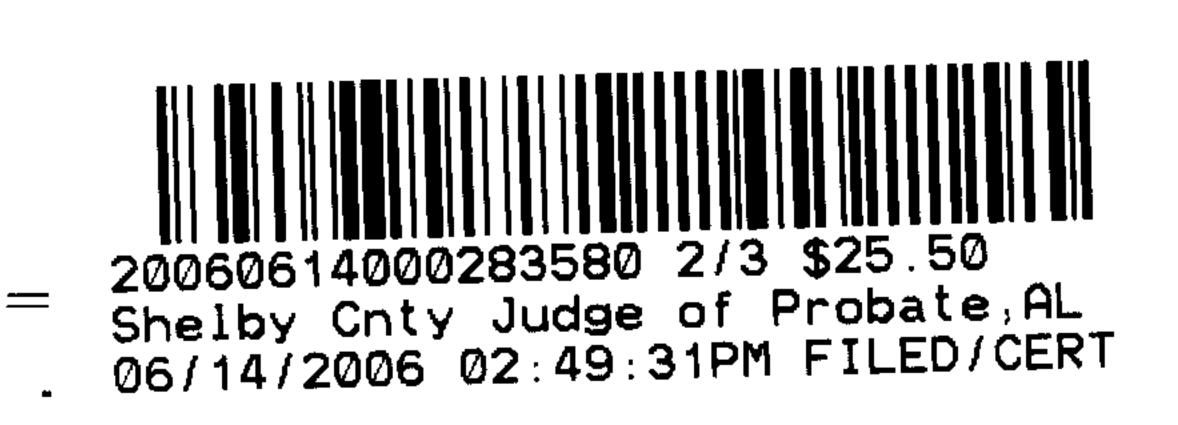
Authorized Signer

This Modification of Mortgage prepared by:

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

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283



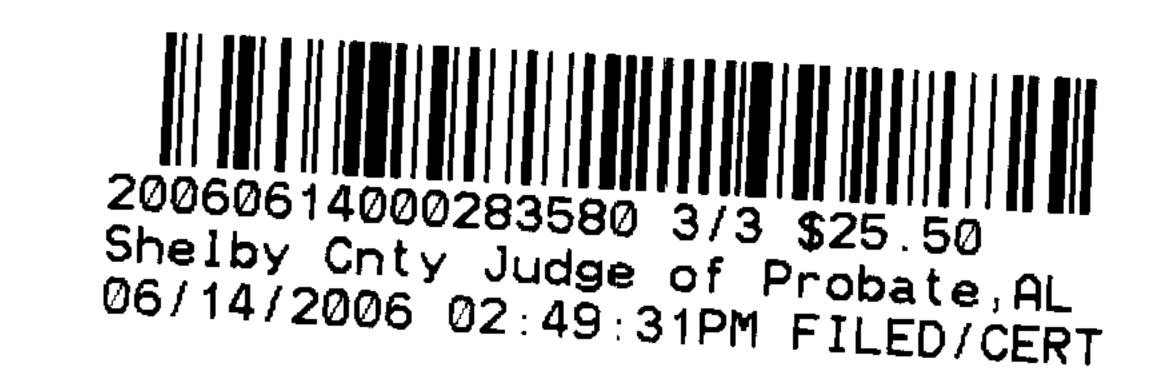
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mahan
) SS
COUNTY OF Jeffs (Sold)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BOBBY R WHITE and ROBYN WHITE, 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 day of Notary Public Notary Public
My commission expires $\frac{\partial}{\partial x} = \frac{\partial}{\partial x} + \frac{\partial}{\partial y} = \frac{\partial}{\partial$
LENDER ACKNOWLEDGMENT
A(a)
STATE OF
) SS
COUNTY OF Setterson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that $\frac{50mes}{10mes}$ $\frac{10mes}{10mes}$ $\frac{10mes}{10mes}$ $\frac{10mes}{10mes}$ a corporation, is signed to 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
Given under my hand and official seal this

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G1505745

SCHEDULE A

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

LOT 104-A, ACCORDING TO THE SURVEY OF FOREST PARKS 1 SECTOR RESURVEY, AS RECORDED IN MAP BOOK 22 PAGE 70, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 132 ESSEX DR

PARCEL: 09-5-21-0-000-001-052