



20060623000302450 1/3 \$93.00
 Shelby Cnty Judge of Probate, AL
 06/23/2006 11:11:16AM FILED/CERT

WHEN RECORDED MAIL TO:



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

20061431021440
 070499128710

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 24, 2006, is made and executed between **ROBERT P HUFF**, whose address is 2103 FLOWERWOOD DR, HOOVER, AL 352441104 and **JANYCE M HUFF**, whose address is 2103 FLOWERWOOD DR, HOOVER, AL 352441104; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 13, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

*RECORDED ON 01 04 1999 BY INSTRUMENT NUMBER 1999 00132 SHELBY COUNTY.

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 2103 FLOWERWOOD DR, HOOVER, AL 352440000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows: * recorded on 04-05-1996 by

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 \$44000.00 to \$94000.00. instrument number 1996 11121

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:

X Robert P Huff (Seal)
 ROBERT P HUFF

X Janyce M Huff (Seal)
 JANYCE M HUFF

LENDER:

AMSOUTH BANK

X Marle W. Cornington (Seal)
 Authorized Signer

This Modification of Mortgage prepared by:

Name: Hannah Reznicek
 Address: P.O. BOX 830721
 City, State, ZIP: BIRMINGHAM, AL 35283



20060623000302450 2/3 \$93.00
 Shelby Cnty Judge of Probate, AL
 06/23/2006 11:11:16AM FILED/CERT

**MODIFICATION OF MORTGAGE
 (Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
 COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT P HUFF and JANYCE M HUFF, 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 24 day of May, 2006
Carole W. Conrath
 Notary Public

My commission expires March 2, 2008

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
 COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ansouth 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 full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of May, 2006
Lela Jeanene Ray
 Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Sep 2, 2007
 BONDED THRU NOTARY PUBLIC UNDERWRITERS**



20060623000302450 3/3 \$93.00
Shelby Cnty Judge of Probate, AL
06/23/2006 11:11:16AM FILED/CERT

G1505290

SCHEDULE A

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

LOT 9, ACCORDING TO THE SURVEY OF RIVERCHASE WEST ADDITION 1,
AS RECORDED IN MAP BOOK 7 PAGE 2, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 2103 FLOWERWOOD DR

PARCEL: 11-6-24-0-002-019-000