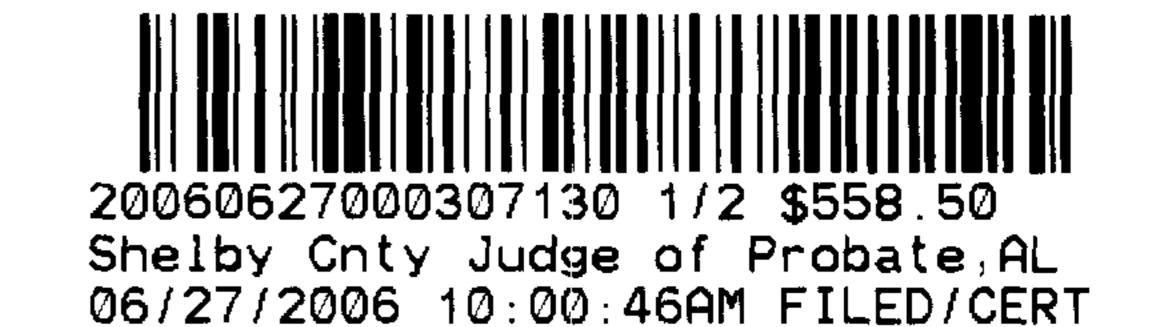
RECORDATION REQUESTED BY:

PINNACLE NATIONAL BANK
MAIN OFFICE
114 WEST COLLEGE STREET
PO BOX 188
MURFREESBORO, TN 37130-3501



WHEN RECORDED MAIL TO:
PINNACLE NATIONAL BANK
211 COMMERCE STREET SUITE 300
NASHVILLE, TN 37201

SEND TAX NOTICES TO:

BARRY KENNETH SANFORD PENNY E SANFORD 3008 BROOK HIGHLAND DR BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 10, 2006, is made and executed between BARRY KENNETH SANFORD, whose address is 3008 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242 and PENNY E SANFORD, whose address is 3008 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242; HUSBAND AND WIFE (referred to below as "Grantor") and PINNACLE NATIONAL BANK, whose address is 114 WEST COLLEGE STREET, PO BOX 188, MURFREESBORO, TN 37130-3501 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12-08-2005 INSTRUMENT NUMBER 20051208000636900 SHELBY COUNTY ALABAMA.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

COLLATERAL REMAINS THE SAME AS ORIGINAL FILING-PROPERTY KNOWN AS 3008 BROOK HIGHLAND DRIVE, BIRMINGHAM, ALABAMA 35242

The Real Property or its address is commonly known as 3008 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

EXTEND MATURITY DATE TO DECEMBER 10, 2006.

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 JUNE 10, 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:

BARRY KENNETH SANFORD

LENDER:

(Seal)

PENNY E SANFORD

(Seal)

PINNACLE NATIONAL BANK

RHONDA SMITH, Vice President

(Seal)

This Modification of Mortgage prepared by:

Name: PINNACLE NATIONAL BANK, # 930143645

Address: 114 WEST COLLEGE STREET

City, State, ZIP: MURFREESBORO, TN 37130-3501

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## INDIVIDUAL ACKNOWLEDGMENT STATE OF Mahana 20060627000307130 2/2 \$558.50 Shelby Cnty Judge of Probate, AL 06/27/2006 10:00:46AM FILED/CERT ) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARRY KENNETH SANFORD and PENNY E SANFORD, 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 **Notary Public** Notary Public State of Alabama at Large My commission expires My Commission Expires: April 17, 2007 Bonded Thru Notary Public Underwriters LENDER ACKNOWLEDGMENT STATE OF SS **COUNTY OF** I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Innucle William 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 day of My commission expires STATE ding, VEN 1988 Fulland Sinancial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL/TN J:\HARLAND\PROD\CFI\LPL\G201.FC TR-8477 PR-50 NOTARY PUBLIC

My Commission Expires FEB. 24, 2009