20060628000312500 1/3 \$49.00 Shelby Cnty Judge of Probate, AL 06/28/2006 03:25:48PM FILED/CERT

WHEN RECORDED MAIL TO:

Amenith Danie



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

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(Seal)

130000150469

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 9, 2006, is made and executed between BRIAN COOK, AKA BRIAN C COOK, whose address is 1165 TARA DR, COLUMBIANA, AL 350513310 and SHONDA COOK, AKA SHONDA R COOK, whose address is 1165 TARA DR, COLUMBIANA, AL 350513310; 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 January 9, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 02-23-06 INST # 20060223000087380.

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 1165 TARA DRIVE, COLUMBIANA, AL 350510000.

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 \$80000 to \$100000.

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 9, 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:

BRIAN COOK

LENDER:

AMSOUTH BANK

x Duline Diales

Authorized Signer

(Seal)

(Seal)

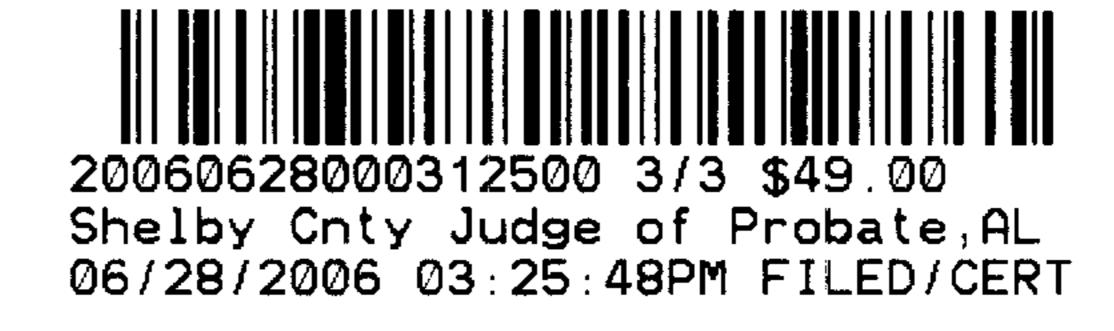
This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT STATE OF CUCCOLOCATION 20060628000312500 2/3 \$49.00 SS Shelby Cnty Judge of Probate, AL COUNTY OF JOINTY 06/28/2006 03:25:48PM FILED/CERT I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN COOK and SHONDA 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. day of Given under my hand and official seal this THE ARY PUBLIC STATE OF ALABAMA AT IL. **Notary Public** MY COMMISSION EXPIRES: July ? My commission expires BONDED THRU NOTARY PUBLIC UNDER LENDER ACKNOWLEDGMENT COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 NOTARY FUELEC STATE OF ALABAMA AT LARCE **Notary Public** MY COMMISSION EXPERES: Apr 19, 2010 BONDED WERT NOTARY PUBLIC UNDERWRITTERS My commission expires

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G1640718

SCHEDULE A

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

LOT 4, ACCORDING TO THE SURVEY OF TARA SUBDIVISION, 2ND SECTOR, AS RECORDED IN MAP BOOK 24 PAGE 123, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1165 TARA DR

PARCEL: 1521000000002026