

WHEN RECORDED MAIL TO:

Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. JOHNSON, BEVERLY O AMELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499495008 20041560537130

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2006, is made and executed between BEVERLY O SUNSET DR, HARPERSVILLE, AL JOHNSON, A/K/A BEVERLY ODEN JOHNSON, whose address is 41 350780028; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-29-2001 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN OFFICIAL RECORDS BOOK 2001 PAGE 51714 AND MODIFIED ON 06/15/06.

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 41 SUNSET DR, HARPERSVILLE, AL 350780000.

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 \$32,000.00 to \$37,000.00.

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 JUNE 15, 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

(Seal)

This Modification of Mortgage prepared by:

Name: Laura Hocutt

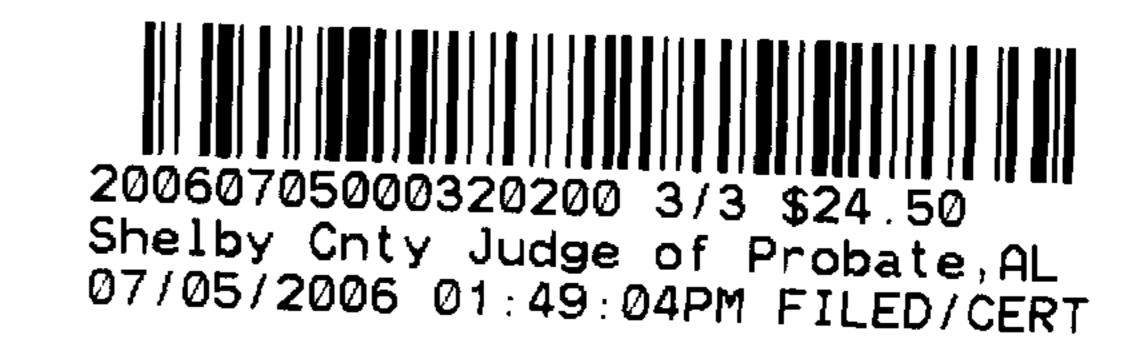
Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT
IIIAhama
STATE OF (M)MM)
$\int \int $
COUNTY OF
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BEVERLY O JOHNSON, 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 day of
U WWY IN Mou
Notary Public
My commission expires $\begin{bmatrix} 0 & 0 & 0 & 0 \end{bmatrix}$
LENDER ACKNOWLEDGMENT
STATE OF (WWW)
STATE OF WAR INSTALL OF STATE
) ss
COUNTY OF SALL BANK
COUNTY OF Sold Sold Sold Sold Sold Sold Sold Sold
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 safa Modification of Mortgage, he or she, as such officer and with
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.
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.
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.
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.
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
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 Mortoage, 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 Public

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20060705000320200 2/3 \$24.50 Shelby Cnty Judge of Probate, AL 07/05/2006 01:49:04PM FILED/CERT



SCHEDULE "A"

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

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF NW 1/4, SECTION 27, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER-QUARTER SECTION AND RUN SOUTH ALONG THE WEST BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION AND RUN SOUTH ALONG THE WEST BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 221.00 FEET TO THE SOUTH RIGHT-OF-WAY OF ALABAMA HIGHWAY NO. 25; THENCE CONTINUE SOUTH ALONG THE WEST BOUNDARY LIEN OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 173.0 FEET TO THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED AND CONVEYED; THENCE TURN AN ANGLE OF 90° TO THE LEFT AND RUN A DISTANCE OF 210.0 FEET; THENCE TURN AN ANGLE OF 90° TO THE RIGHT AND RUN A DISTANCE OF 105.0 FEET; THENCE TURN AN ANGLE OF 90° TO THE RIGHT AND RUN A DISTANCE OF 210.0 FEET TO THE WEST BOUNDARY LIEN OF SAID QUARTER-QUARTER SECTION; THENCE TURN AN ANGLE OF 90° TO THE RIGHT AND RUN NORTH ALONG THE WEST BOUNDARY LIEN OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

KNOWN:

41 SUNSET DRIVE