

WHEN RECORDED MAIL TO:



Record and Return To:
Fiserv Lending Solutions
600-A N John Rodes Blvd.
MELBOURNE, FL 32934

20061641532340
070499377614

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 16, 2006, is made and executed between **MARILEE M CADE**, whose address is 2048 GLEN EAGLE LN, SHOAL CREEK, AL 352424032 and **DAVID T CADE**, whose address is 2048 GLEN EAGLE LN, SHOAL CREEK, AL 352424032; wife and husband (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 June 7, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07-16-1999 IN SHELBY COUNTY INST # 1999-29827 AMENDED 11-03-03 AND RECORDED 11-24-2003 IN SHELBY COUNTY INST#20031124000770620

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 2048 GLEN EAGLE LANE, SHOAL CREEK, AL 352420000.

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 \$130000 to \$200000.

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 16, 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 Marilee M Cade (Seal)
MARILEE M CADE

X David T Cade (Seal)
DAVID T CADE


LENDER:

AMSOUTH BANK

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Connie Stoves
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283


20060707000326840 3/3 \$123.00
Shelby Cnty Judge of Probate, AL
07/07/2006 02:11:55PM FILED/CERT

G1721019

SCHEDULE A

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

LOT 13, ACCORDING TO THE SURVEY OF COUNTRY CLUB VILLAGE, AS
RECORDED IN MAP BOOK 16 PAGE 47, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 2048 GLEN EAGLE LN

PARCEL: 10-1-02-0-007-013-000