20060717000343820 1/3 $34.00
Shelby Cnty Judge of Probate,AL
07/17/2006 02:49:53PM FILED/CERT

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711000067164
20061461010230

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 23, 2006, is made and executed between ALLISON R GAITHER , A/K/A ALLISON GAITHER, A/K/A ALLISON ROTCH, whose address is 924 JACKSON CIR, HELENA, AL 350807041 and JIM GAITHER , whose address is 924 JACKSON CIR, HELENA, AL 350807041; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 13, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 3-23-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INST # 20040323000148410.

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 924 JACKSON CIRCLE, HELENA, AL 350800000.

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 $10000 to $20000.

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 23, 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 Allison R Gaither (Seal)
ALLISON R GAITHER

X (Seal)
JIM GAITHER

LENDER:

AMSOUTH BANK

X Sheila Neal (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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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 **ALLISON R GAITHER and JIM GAITHER, 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 23 **day of** June, 2006.

Sandra J. Crowe
Notary Public

My commission expires 2/24/2010

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 Sheila Dial of AmSouth Bank 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 23 **day of** June, 2006.

Sandra J. Crowe
Notary Public

My commission expires 2/24/2010

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SCHEDULE A

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

LOT 60, ACCORDING TO THE SURVEY OF ST CHARLES PLACE SECTOR 7, PHASE 2, AS RECORDED IN MAP BOOK 22 PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 924 JACKSON CIR

PARCEL: 13-5-21-2-000-005-128