20060717000343940 1/3 $119.00
Shelby Cnty Judge of Probate, AL
07/17/2006 03:04:52PM FILED/CERT

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711000271093
20001391228090

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 23, 2006, is made and executed between KEITH J CARREKER, AKA KEITH JORDAN CARREKER whose address is 1035 WATERMILL CIR, BIRMINGHAM, AL 352422418; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10-16-2003 IN THE PROBATE OFFICE OF SHELBY COUNTY INST # 20031016000692300.

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 1035 WATERMILL CIRCLE, BIRMINGHAM, 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 $80000 to $148000.

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 _____ **(Seal)**
KEITH JORDAN CARREKER

LENDER:

AMSOUTH BANK

X _____ **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

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

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KEITH JORDAN CARREKER, 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 23 **day of** June, 2006.

Notary Public

MY COMMISSION EXPIRES OCTOBER 14, 2009

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Teresa Vick 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.

Notary Public

MY COMMISSION EXPIRES OCTOBER 14, 2009

My commission expires _____

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SCHEDULE A

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

LOT 342, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, PHASE 5, AS RECORDED IN MAP BOOK 24 PAGE 620, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1035 WATERMILL CIR

PARCEL: 09-2-04-0-003-140-000