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130000120983

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 27, 2006, is made and executed between DAVID T NGUYEN, A/K/A TUAN ANH NGUYEN, whose address is 138 OVERVIEW DR, STERRETT, AL 351478109; unmarried (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 September 29, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10-21-2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA INST # 20051021000549430.

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 138 OVERVIEW DR, STERRETT, AL 35147.

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 \$25000 to \$43600.

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 27, 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 DAVID T NGUYEN (Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

_(Seal)

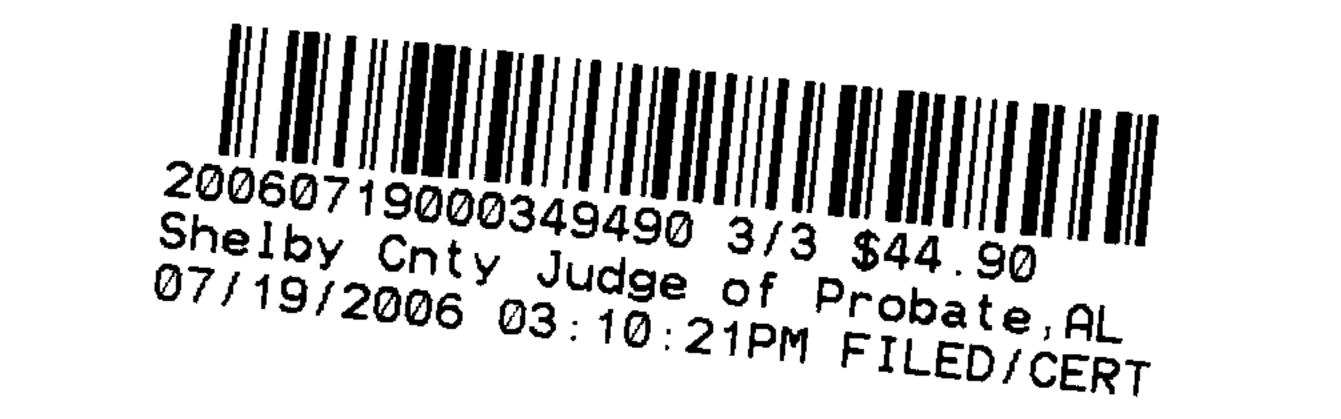
This Modification of Mortgage prepared by:

Name: Kyeshia Skinner Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

Man i INDIVIDUAL	ACKNOWLEDGMENT	
STATE OF A CARE OF A CONTRACTOR OF A CONTRACTO	}	20060719000349490 2/3 \$44.90 20060719000349490 of Probate, AL
COUNTY OF AMERICAN) SS)	20060719000349490 2/3 \$44.50 20060719000349490 2/3 \$44.50 Shelby Cnty Judge of Probate, AL Shelby Cnty Judge of Probate, AL 07/19/2006 03:10:21PM FILED/CERT
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID T NGUYEN , 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 NOTARY PUBLIC STATE OF ALABAMA AT LARGE NOTARY PUBLIC STATE OF ALABAMA AT LARGE NOTARY PUBLIC STATE OF ALABAMA AT LARGE NOTARY PUBLIC UNDERWRITERS BONDED THRU NOTARY PUBLIC UNDERWRITERS	day of	Notary Public John Mary Public
My commission expires		
STATE OF MARIANTA	CKNOWLEDGMENT	
) SS	
COUNTY OF ARTSON		Rola 1
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		Tortgage, the or sine, as such officer and with
Given under my hand and official seal this NOTARY PUBLIC STATE OF ALABAMA AT LARG MY COMMISSION EXPIRES: 12/27/200 BONDED THRU NOTARY PUBLIC UNDERWRITER	day of	Ann A. Damhan Notary Public
My commission expires	S. C.	

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SCHEDULE A

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

LOT 911, ACCORDING TO THE SURVEY OF FOREST PARKS, SECTION 9, AS RECORDED IN MAP BOOK 24 PAGE 138 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 138 OVERVIEW DR

PARCEL: 095210000001273