

#### WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. GARRETT, ROCKY E AKA MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

0704940979 20041711338190

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 27, 2006, is made and executed between ROCKY E GARRETT A/K/A ROCKY GARRETT, whose address is 137 BERKSHIRE MANOR CIR, ALABASTER, AL 35007 and JAMIE T GARRETT A/K/A JAMIE GARRETT, whose address is 137 BERKSHIRE MANOR CIR, ALABASTER, AL 35007; husband and wife (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 December 17, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 1-07-00 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 2000-00802.

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 137 BERKSHIRE MANOR CIR, ALABASTER, AL 35007.

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 \$15000.

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:** 

(Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

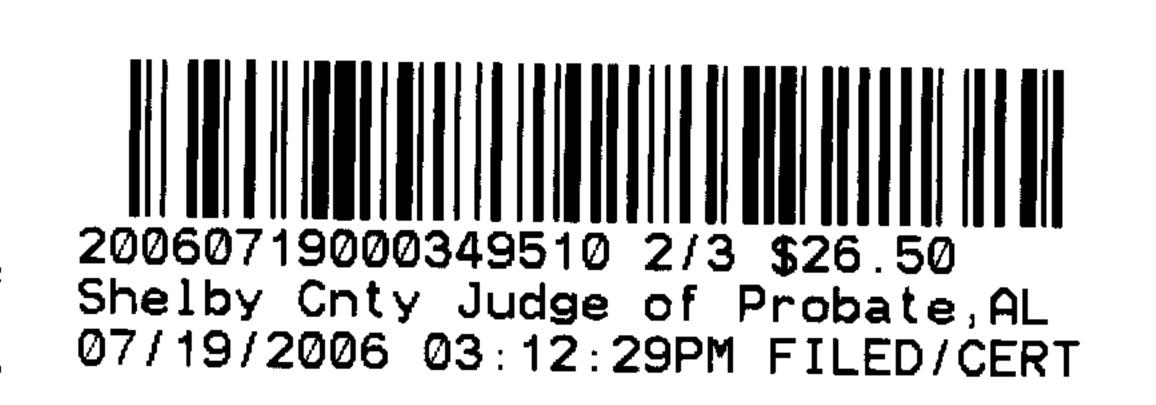
This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

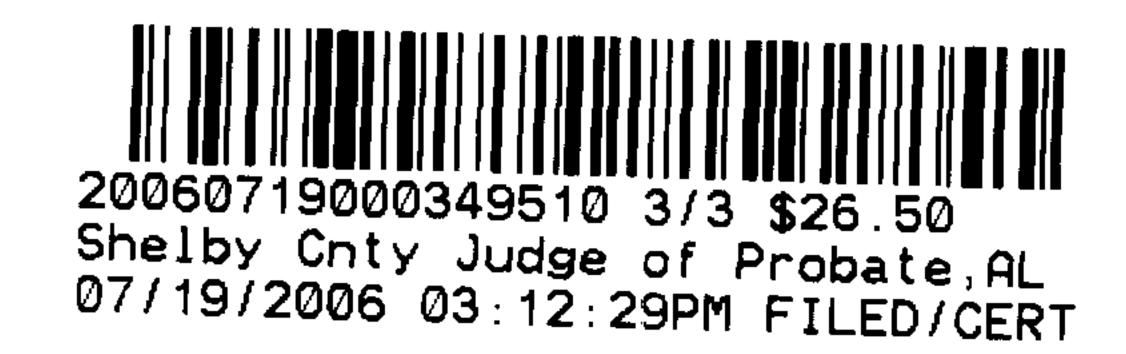


# MODIFICATION OF MORTGAGE (Continued)

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF	Habana		)				
			) SS				
COUNTY OF	Shelby		}				
GARRETT , husb	authority, a Notary Public in and and wife, whose names a informed of the contents of s	re signed to the f	oregoing i	nstrument, ar	nd who are kr	nown to me, ack	nowledged before me on
Given under my ha	nd and official seal this	27+4	_ day of _	June		, 2006	
					Natt	Notary Public	
	MY COMMISSION	<b>EXPIRES OCTOBER 1</b>	4, 2009			wotary rubiic	
My commission ex	pires						
		LENDER AC	CKNOV	/LEDGME	ENT		
STATE OF	Habama		)				
			) SS				
COUNTY OF	Shelby	·	)				4
I, the undersigned a	authority, a Notary Public in an						who is known to me.
	ore me on this day that, being uted the same voluntarily for a	informed of the c	ontents o	f said Modific			
Given under my ha	nd and official seal this	27*	day of	Junz		, 20 <sub>0</sub>	
						4	
						Notary Public	
	MY COMMISSION	EXPIRES OCTOBER 1	4, 2009			itotai y i abiio	(
My commission exp	pires						

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## SCHEDULE A

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

LOT 10, ACCORDING TO THE SURVEY OF WEATHERLY BERKSHIRE MANOR SECTOR 19, AS RECORDED IN MAP BOOK 24 PAGE 43, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 137 BERKSHIRE MANOR CIR

PARCEL: 13-7-25-4-000-010-010