20060725000358620 1/3 \$84.70 Shelby Cnty Judge of Probate, AL 07/25/2006 02:45:42PM FILED/CERT

WHEN RECORDED MAIL TO:

AmSouth Rank

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

07049985571 2000113040

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 3, 2006, is made and executed between JAMES MICHAEL JOINER, aka JAMES M JOINER whose address is 520 HIGHLAND PK CIR, BIRMINGHAM, AL 352420000 and CATHY S JOINER , whose address is 520 HIGHLAND PK CIR, BIRMINGHAM, AL 352420000; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 14, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12-2-2002 IN SHELBY COUNTY INST # 20021202000595600 AMENDED 01-17-2003 AND RECORDED 01-31-2003 IN SHELBY COUNTY INST #20030131000062220.

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 520 HIGHLAND CIRCLE PK, 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 \$56250 to \$100000.

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 JULY 3, 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:

JAMES M JOINER

AMSOUTH BANK

Authorized Signer)

(Seal)

(Seal)

This Modification of Mortgage prepared by:

Name: Connie Stoves

Address: P.O. BOX 830721

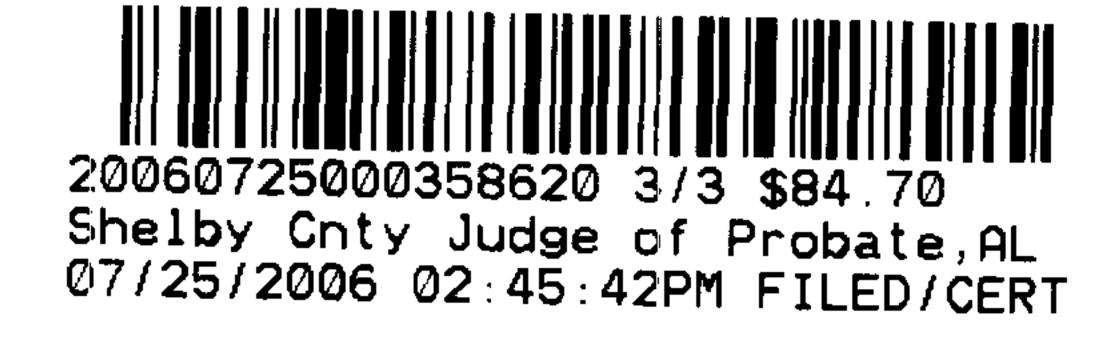
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama		}			
) SS			
COUNTY OF Shellay)			
I, the undersigned authority, a Notary Public in and , husband and wife, whose names are signed to the being informed of the contents of said Modification	e foregoing instru	ument, and	who are known to me	, acknowledged before me on this day	
Given under my hand and official seal this	3	day of	3010	, 20 <u>04</u> .	
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES: BONDED THRU NOTARY PUBLIC MY COMMISSION EXPIRES:	· Dec. ZZ, ZUU?			Notary Public	
LENDER ACKNOWLEDGMENT					
STATE OF Colourus		}			
) SS			
COUNTY OF Jeffervin)			
I, the undersigned authority, a Notary Public in and acknowledged before me on this day that, being in full authority, executed the same voluntarily for and Given under my hand and official seal this	formed of the conditions and the act of said	ontents of said corporation day of	aid Modification of Mo	Modification and who is known to rtgage, he or she, as such officer and	me, with
motary public state of My commission expi	記れべき ふめど もりょくびょう	<i>{</i>		Notary Public	
My commission expires SOND THE NOTABLE OF THE PARTY OF T	TATAL TORKERS OF THE TORK	era)			



G1882564

SCHEDULE A

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

LOT 1628, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, SECTION 16, AS RECORDED IN MAP BOOK 25 PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 520 HIGHLAND PARK CIR

PARCEL: 09-2-09-0-006-028-000