20060725000358670 1/3 \$131.50 Shelby Cnty Judge of Probate, AL 07/25/2006 02:53:32PM FILED/CERT

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(Seal)

200499175588

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 30, 2006, is made and executed between JAMES A CARTER A/K/A JAMES ALAN CARTER, whose address is 1508 COLONIAL CT, ALABASTER, AL 350079378 and PATRICIA A CARTER A/K/A PATRICIA ANNE CARTER, whose address is 1508 COLONIAL CT, ALABASTER, AL 350079378; 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 September 20, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-07-96 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 1996-37017.

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 1508 COLONIAL CT, 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 \$25,000 to \$100,000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and affect 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 30, 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 A CARTER

(Seal)

(Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

| STATE OF | alramo | | | |
|--|--|---|---|----------|
| | |) SS | | |
| COUNTY OF | esso | | | |
| CARTER, husband and this day that, being information | d wife, whose names are signed med of the contents of said Mod | I to the foregoing instrument, a ification, they executed the same | by certify that JAMES A CARTER and PATRIC and who are known to me, acknowledged before me voluntarily on the day the same bears date. | |
| Given under my hand an | d official seal this | day of | Notary Public | <u> </u> |
| My commission expires | NOTARY PUBLIC STATE OF ALABAM BAY COMMISSION EXPIRES: AI BOSOED THRU NOTARY PUBLIC UNI | 1A AAAA | | |
| | LENC | ER ACKNOWLEDGM | ENT | |
| STATE OF | banca |) | | |
| The second secon | 1 |) SS | | |
| COUNTY OF | helley | | | |
| Lathe undersigned autho | rity, a Notary Public in and for sa | id county in said state, hereby c | | |
| acknowledged before m | Contact Raci R. Smith | a corporation, is signed to the documents of the contents of said Modifi | he foregoing Modification and who is known to ication of Mortgage, he or she, as such officer and | |
| acknowledged before m | e on this day that, being informe the same voluntarily for and as the official seal this | a corporation, is signed to the dof the contents of said Modifice act of said corporation. Solution day of | | |
| acknowledged before m full authority, executed to | e on this day that, being informe the same voluntarily for and as the official seal this | a corporation, is signed to the dof the contents of said Modifice act of said corporation. Solution day of | | |
| acknowledged before m full authority, executed to | e on this day that, being informe the same voluntarily for and as the | a corporation, is signed to the dof the contents of said Modifice act of said corporation. Solution day of | | |



G1874490

SCHEDULE A

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

LOT 25, ACCORDING TO THE SURVEY OF NAVAJO HILLS, SECTION 9, AS RECORDED IN MAP BOOK 10 PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1508 COLONIAL CT

PARCEL: 13-8-34-1-005-025-000