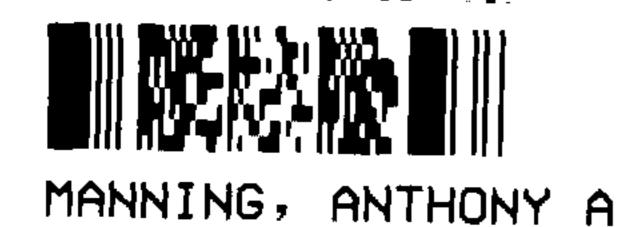
20060817000402530 1/3 \$91.40 Shelby Cnty Judge of Probate, AL 08/17/2006 09:55:22AM FILED/CERT

#### WHEN RECORDED MAIL TO:



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704997487576

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2006, is made and executed between ANTHONY A MANNING, whose address is 6260 EAGLE POINT CIR, BIRMINGHAM, AL 35242 and ROBIN B MANNING, whose address is 6260 EAGLE POINT CIR, BIRMINGHAM, AL 35242; 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 February 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON MARCH 11,2002 IN THE OFFICE OF JUDGE OF PROBATE FOR SHELBY COUNTY ALABABA IN INSTRUMENT 2002-11505.

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 6260 EAGLE POINT CIR, BIRMINGHAM, AL 35242.

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 \$26000 to \$75600.

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 28, 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:** 

ANTHONY & MANNING

Manage (Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

.

Name: Cathy Bullock Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

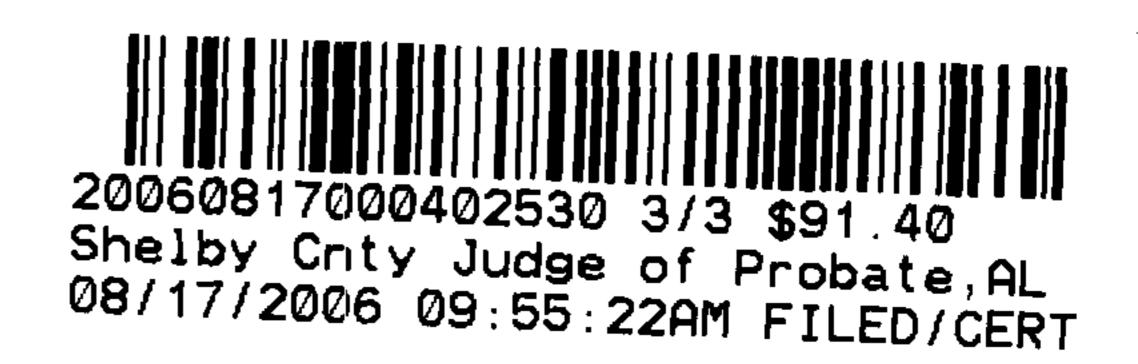
# MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	<b>)</b>	
	) SS	
county of Shelby		
MANNING, husband and wife, whose names are s	or said county in said state, hereby certify that <b>ANTHONY A MANNING</b> and Figure and the foregoing instrument, and who are known to me, acknowledged before lodification, they executed the same voluntarily on the day the same bears date.	ROBIN B e me on
Given under my hand and official seal this	24 day of July , 2006.	
MY COMMISSION E	PIRES OCTOBER 14, 2009	
My commission expires		
LE	NDER ACKNOWLEDGMENT	
STATE OF Alabama		
STATE OF Alabama	) ) SS	
	) ) SS )	
STATE OF Alabama  COUNTY OF Shelby	) ) SS )	
county of Shelby	said county in said state, hereby certify that Jenna Godda	to me.
COUNTY OF Shelby  I, the undersigned authority, a Notary Public in and for	said county in said state, hereby certify that <u>Jerra Godda</u> a corporation, is signed to the foregoing Modification and who is known med of the contents of said Modification of Mortgage, he or she, as such officer a	
COUNTY OF Shelby  I, the undersigned authority, a Notary Public in and for acknowledged before me on this day that, being info	said county in said state, hereby certify that <u>Jerra Godda</u> a corporation, is signed to the foregoing Modification and who is known med of the contents of said Modification of Mortgage, he or she, as such officer a	
I, the undersigned authority, a Notary Public in and for acknowledged before me on this day that, being inforfull authority, executed the same voluntarily for and a	said county in said state, hereby certify that <u>Jenna Gooda.</u> _ a corporation, is signed to the foregoing Modification and who is known med of the contents of said Modification of Mortgage, he or she, as such officer at the act of said corporation.	
I, the undersigned authority, a Notary Public in and for acknowledged before me on this day that, being inforfull authority, executed the same voluntarily for and a Given under my hand and official seal this	said county in said state, hereby certify that <u>Jenne Goods</u> a corporation, is signed to the foregoing Modification and who is known med of the contents of said Modification of Mortgage, he or she, as such officer at the act of said corporation.  A day of	
I, the undersigned authority, a Notary Public in and for acknowledged before me on this day that, being inforfull authority, executed the same voluntarily for and a	said county in said state, hereby certify that <u>Jenne Goods</u> a corporation, is signed to the foregoing Modification and who is known med of the contents of said Modification of Mortgage, he or she, as such officer at the act of said corporation.  A day of	

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-277669 PR-122



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## SCHEDULE A

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

LOT 1114, ACCORDING TO THE SURVEY OF EAGLE POINT 11 SECTOR, AS RECORDED IN MAP BOOK 24 PAGE 124, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 6260 EAGLE POINT CIR

PARCEL: 09-3-07-0-002-002-085