

WHEN RECORDED MAIL TO:



WILDER, GEOFFREY S

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

20062051324250

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000114424  
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 27, 2006, is made and executed between GEOFFREY S WILDER, whose address is 2404 BROOK RUN, BIRMINGHAM, AL 352441908 and KIMBERLY WILDER, whose address is 2404 BROOK RUN, BIRMINGHAM, AL 352441908; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 35 Church Street, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 6, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09-29-2005 INSTRUMENT #20050929000508120.

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 2404 BROOK RUN, BIRMINGHAM, AL 352440000.

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 \$27000.00 to \$42500.00.

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 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.

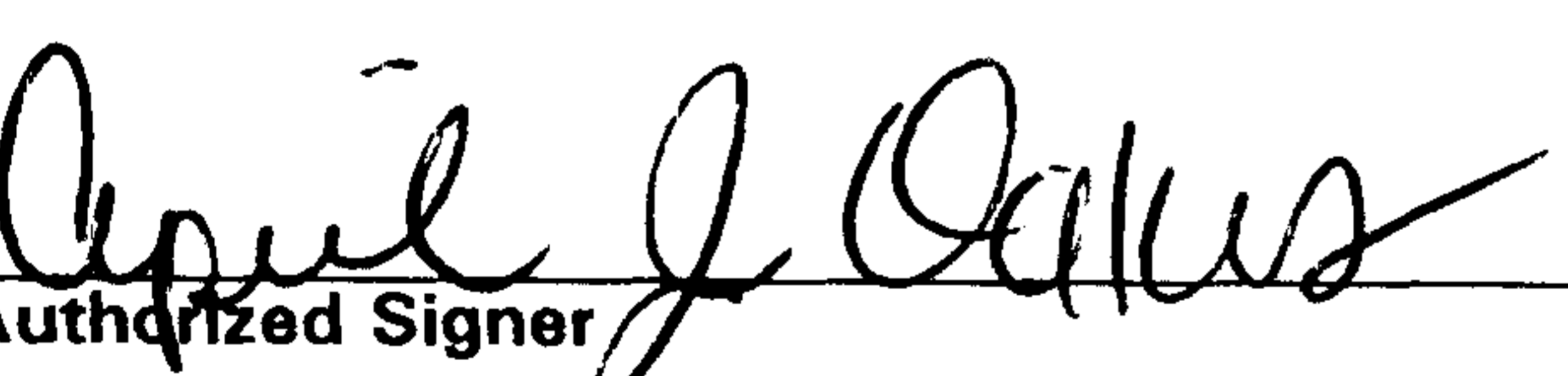
GRANTOR:

X  (Seal)  
GEOFFREY S WILDER

X  (Seal)  
KIMBERLY WILDER

LENDER:

AMSOUTH BANK

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: Ada Matthews  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT



20060817000402660 2/3 \$40.25  
Shelby Cnty Judge of Probate, AL  
08/17/2006 10:18:06AM FILED/CERT

STATE OF Alabama )  
 ) SS  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GEOFFREY S WILDER** and **KIMBERLY WILDER, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of July, 2006.

April J. Oakes  
Notary Public

My commission expires Nov. 10, 2009  
~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~  
~~MY COMMISSION EXPIRES: Nov. 10, 2009~~  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

LENDER ACKNOWLEDGMENT


STATE OF Alabama )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amsouth 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 said corporation.

Given under my hand and official seal this 27 day of July, 2006.

Beverly B. Meadow  
Notary Public

My commission expires July 23, 2010  
~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~  
~~MY COMMISSION EXPIRES: July 23, 2010~~  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

  
20060817000402660 3/3 \$40.25  
Shelby Cnty Judge of Probate, AL  
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## **SCHEDULE "A"**

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

**LOT 45, ACCORDING TO THE SURVEY OF SHADOW BROOK, AS RECORDED IN MAP BOOK 6, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**ALSO THAT PORTION OF LOT 44, IN SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 44; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT FOR A DISTANCE OF 65 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 68 DEGREES 00' AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 70.94 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 18 DEGREES 29' 11" AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 21 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 136 DEGREES 33' 35" AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 127.07 FEET, TO THE POINT OF BEGINNING.**

**KNOWN: 2404 BROOK RUN**