

#### WHEN RECORDED MAIL TO:



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(Seal)

13000061391
20041835770

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 26, 2006, is made and executed between RONALD A STUNDA, whose address is 7024 BRADSTOCK CT, HOOVER, AL 35244 and PAMELA R STUNDA, whose address is 7024 BRADSTOCK CT, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 27, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 10-11-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 200463/3754.

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 7024 BRADSTOCK CT, HOOVER, 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 \$37,000 to \$179,000.

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 26, 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.

PAMELA R STUNDA

GRANTOR?

RONALD A STUNDA

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

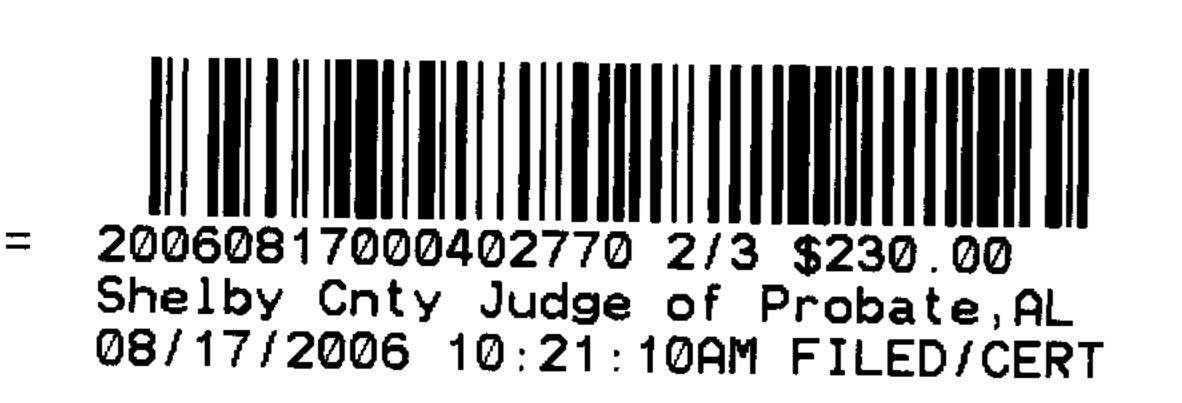
(Seal)

This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

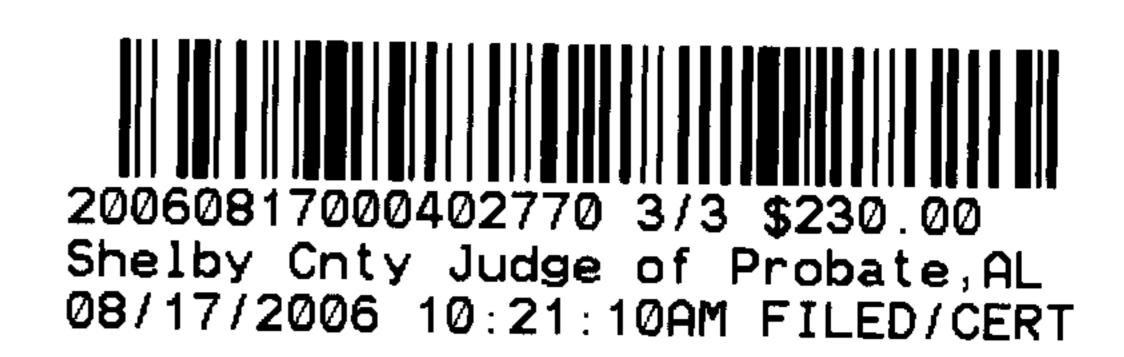


# MODIFICATION OF MORTGAGE (Continued)

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama,
country of Shelby
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RONALD A STUNDA and PAMELA R STUNDA, 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  A day of A lag of A
My commission expires Wy W9 day of OU W W9 day of Workery Public
LENDER ACKNOWLEDGMENT
STATE OF Mabama
STATE OF Alabama ) COUNTY OF Shelby )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUTH BANK 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
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUTH BANK a corporation, is signed to the foregoing Modification and who is known to me,

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G212FMHQ

## SCHEDULE A

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

LOT 45, ACCORDING TO THE SURVEY OF GREYSTONE, 7TH SECTOR,, PHASE 1, AS RECORDED IN MAP BOOK 18 PAGE 120A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 7024 BRADSTOCK CT

PARCEL: 03-8-27-0-003-045-000

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