

WHEN RECORDED MAIL TO:

A --- Carath Dank

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1300001001831

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 24, 2006, is made and executed between MELVILLE R COUSINS , whose address is 121 SOUTHVIEW LN, HOOVER, AL 352446745 and WENDY M COUSINS , whose address SOUTHVIEW LN, HOOVER, AL 352446745; 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 December 1, 2005 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

Recorded 01-03-2006 in Shelby County Inst # 20060103000000730.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 121 SOUTHVIEW LANE, HOOVER, 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 \$25000 to \$50000.

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 24, 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.

WENDY M COUSINS

(0)(6);4.

(Seal)

GRANTOR:

WELVILLEAR COUSTINS

LENDER:

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

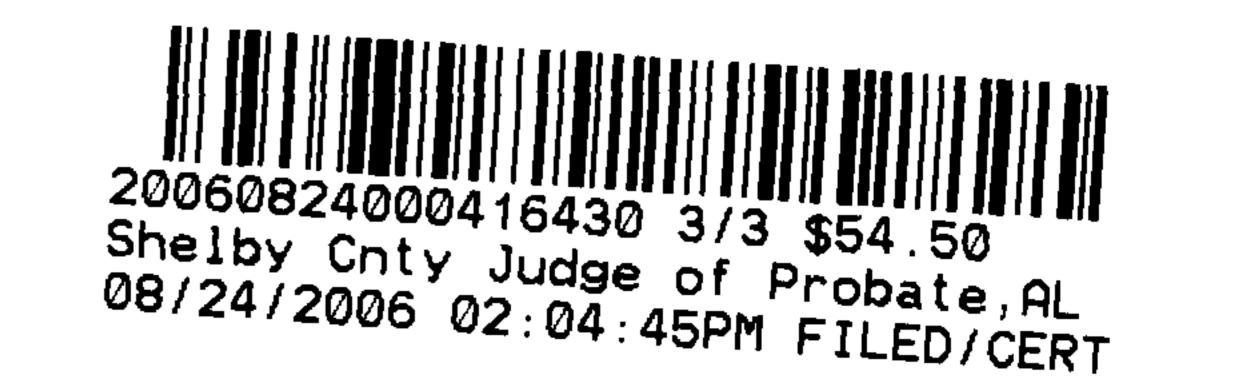
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama	
) SS
COUNTY OF SULLA	
COUSINS , husband and wife, whose names are signed to	county in said state, hereby certify that MELVILLE R COUSINS and WENDY Method of the foregoing instrument, and who are known to me, acknowledged before me on the tion, they executed the same voluntarily on the day the game bears date. Aday of Notary Public
My commission expires 10 28 2009	ivotary Public
LENDER	ACKNOWLEDGMENT
Λ r .	ACKNOWLEDGMENT
STATE OF Alabama)
STATE OF Alabama Shalka	ACKNOWLEDGMENT
state of Alabama country of Shelby I, the undersigned authority, a Notary Public in and for said co) ss) ounty in said state, hereby certify that AM With Ball
STATE OF Albuma COUNTY OF Sulfary I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of) SS) ounty in said state, hereby certify that Ambul Boul Bound and state, hereby certify that Ambul Boul Bound and state, hereby certify that Ambul Bound Bound and state, hereby certify that Ambul Bound Bound and state, hereby certify that Ambul Bound Boun
STATE OF Allbama I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the action.) SS) punty in said state, hereby certify that A Modification and who is known to me, the contents of said Modification of Mortgage, he or she, as such officer and with tof said corporation.
STATE OF Albuma COUNTY OF Stubby I, the undersigned authority, a Notary Public in and for said coacknowledged before me on this day that, being informed of) Sounty in said state, hereby certify that AM JULY corporation, is signed to the foregoing Modification and who is known to me, the contents of said Modification of Mortgage, he or she, as such officer and with t of said corporation.
STATE OF Allbama COUNTY OF Solution I, the undersigned authority, a Notary Public in and for said contact a contact acknowledged before me on this day that, being informed of full authority, executed the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for and as the act and the same voluntarily for an and the same voluntarily fo) SS) bunty in said state, hereby certify that AM Date of the foregoing Modification and who is known to me, the contents of said Modification of Mortgage, he or she, as such officer and with tof said corporation.

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-276801 PR-152



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SCHEDULE A

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

LOT 31, ACCORDING TO THE SURVEY OF SOUTHPOINTE, PHASE 1, SECTION 9, AS RECORDED IN MAP BOOK 16 PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 121 SOUTHVIEW LN

PARCEL: 133050001007031