

#### WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. JACKS, WILLIAM R AKA MELBOURNE, FL 32934

> 2000, 205 1603080 070499918615

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2006, is made and executed between WILLIAM R JACKS, A/K/A WILLIAM RUSSELL JACKS, whose address is 104 CALUMET DR, BIRMINGHAM, AL 352427248 and CAROLYN D JACKS, A/K/A CAROLYN DEWBERRY JACKS, whose address is 104 CALUMET DR, BIRMINGHAM, AL 352427248; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 101 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 28, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01-28-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTUMENT 20030211000083420.

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 104 CALUMET DR, BIRMINGHAM, AL 352420000.

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 \$15,000.00 to \$31,000.00.

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 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:** 

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

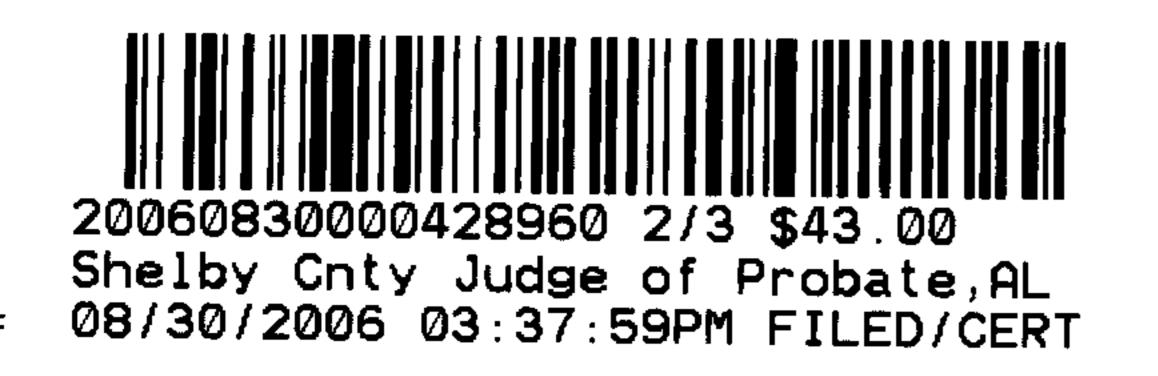
(Seal)

This Modification of Mortgage prepared by:

Name: Jamie Ortino

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

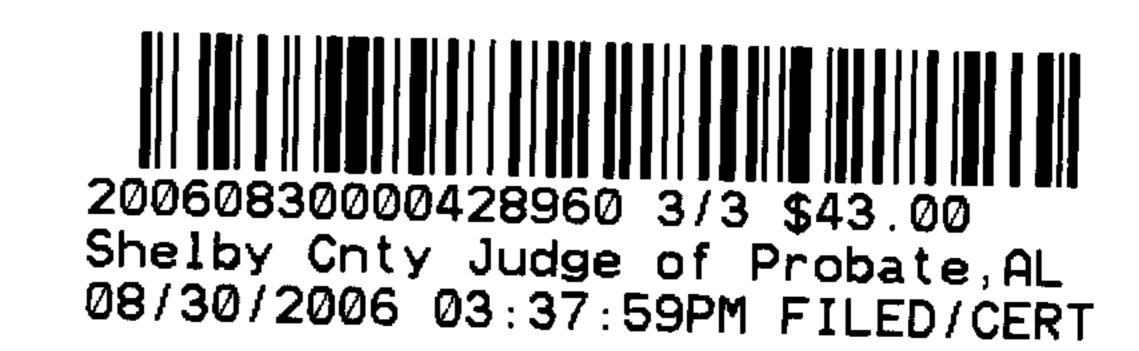


# MODIFICATION OF MORTGAGE (Continued)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF	
COUNTY OF JEFFERS	) SS )
JACKS , husband and wife, whose names are	and for said county in said state, hereby certify that WILLIAM R JACKS and CAROLYN D signed to the foregoing instrument, and who are known to me, acknowledged before me on this Modification, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of Hygyst , 20 sto.
My commission expires MY COMMISSION EXE	Notary Public Notary Public
	LENDER ACKNOWLEDGMENT
STATE OF ALASMA	
COUNTY OF JEFFERS	) SS )
Timothy K. Wood	and for said county in said state, hereby certify that a corporation, is signed to the foregoing Modification and who is known to me, g informed of the contents of said Modification of Mortgage, he or she, as such officer and with and as the act of said corporation.
Given under my hand and official seal this	day of Avgust 20 06
	- 10ant Loph

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### SCHEDULE A

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

LOT 2, ACCORDING TO THE SURVEY OF CALUMET MEADOW, AS RECORDED IN MAP BOOK 21 PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 104 CALUMET DR

PARCEL: 03-9-29-0-003-002-000