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071100112432

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 3, 2006, is made and executed between KATHRYN C BROCK, whose address is 5611 CANONGATE LN, BIRMINGHAM, AL 352426431; unmarried (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 April 28, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-15-2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN OFFICIAL INSTRUMENT NUMBER 20040615000321930.

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 5611 CANONGATE LN, SHOAL CREEK, 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 \$48,450.00 to \$78,500.00.

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 AUGUST 3, 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

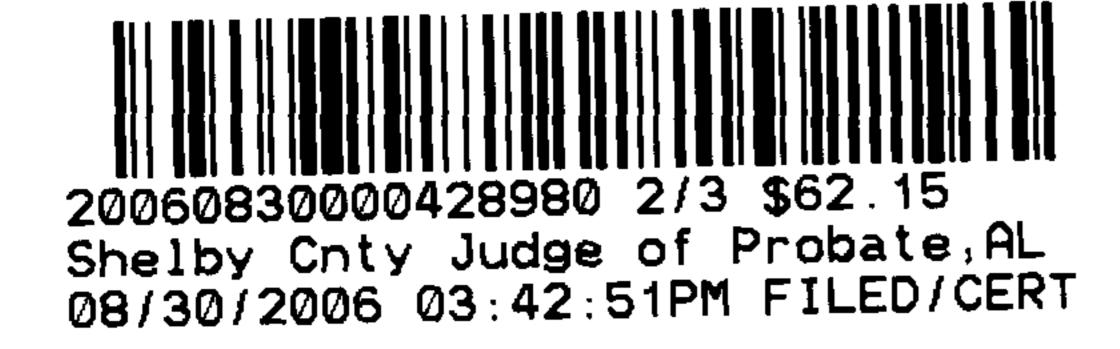
Kutkorized Signer

(Seal)

This Modification of Mortgage prepared by:

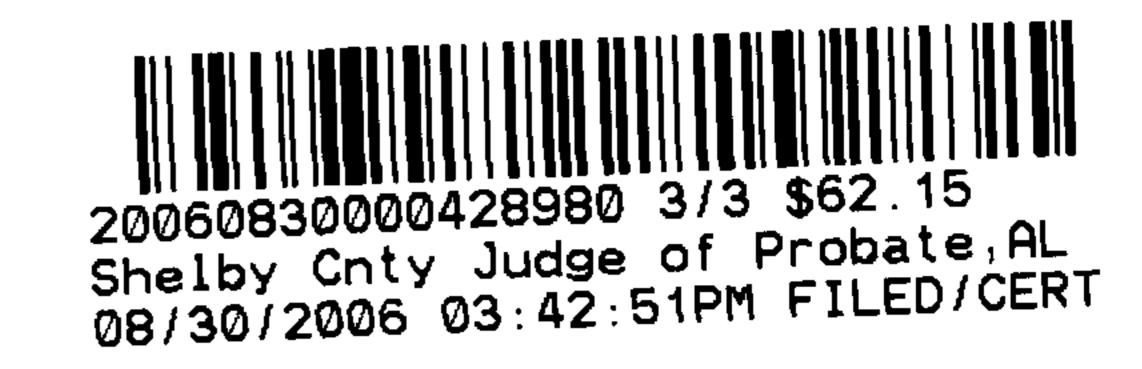
Name: Christy Hardin Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283



MODIFICATION OF MORTGAGE

(Continued)



G2364253

SCHEDULE A

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

LOT 20-A, ACCORDING TO THE SURVEY OF GREYSTONE 1 SECTOR, PHASE 7, AS RECORDED IN MAP BOOK 20 PAGE 54, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5611 CANONGATE LN

PARCEL: 03-8-33-0-004-020-000