20060831000430590 1/3 \$34.00 Shelby Cnty Judge of Probate, AL 08/31/2006 02:43:51PM FILED/CERT

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. ROMANOWSKI, BRIAN D MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000156904 20002191229690

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 11, 2006, is made and executed between BRIAN D ROMANOWSKI A/K/A DAVID B ROMANOWSKI, whose address is 6019 WOODVALE CT, HELENA, AL 350803950 and MARY E ROMANOWSKI A/K/A MARY B ROMANOWSKI, whose address is 6019 WOODVALE CT, HELENA, AL 350803950; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02-20-2006 IN THE OFFICE OF THE JUDGE OR PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20060220000082330.

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 6019 WOODVALE CT, HELENA, AL 35080.

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 \$12,000 to \$22,000.

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 AUGUST 11, 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:

BRIAN D ROMANOWSKI

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

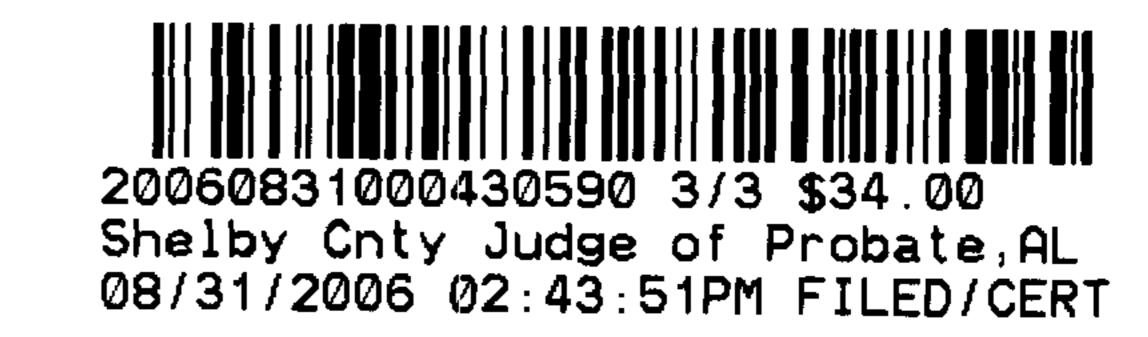
Name: Jada Jones

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT 20060831000430590 2/3 \$34.00 Shelby Cnty Judge of Probate, AL 08/31/2006 02:43:51PM FILED/CERT) SS **COUNTY OF** , the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRIAN D ROMANOWSKI and MARY E ROMANOWSKI, 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. day of __ Given under my hand and official seal this **Notary Public** My commission expires LENDER ACKNOWLEDGMENT) SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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 **Notary Public** My commission expires

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-283049 PR-152



G227FFTP

SCHEDULE A

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

LOT 19, ACCORDING TO THE SURVEY OF WOODVALE, AS RECORDED IN MAP BOOK 12 PAGE 21 & 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 6019 WOODVALE CT

PARCEL: 138271002019000