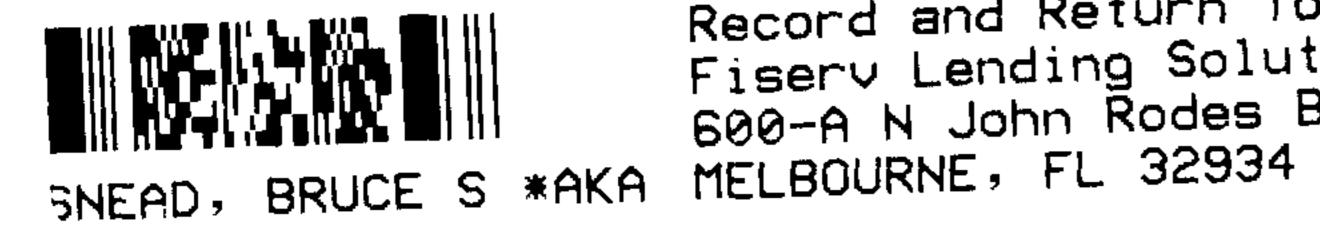


WHEN RECORDED MAIL TO:

AmSouth Bank



Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1300000087521

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 15, 2006, is made and executed between BRUCE S SNEAD AKA BRUCE SNEAD, whose address is 95 HAWTHORN ST, BIRMINGHAM, AL 352421806 and BARBARA SNEAD, whose address is 95 HAWTHORN ST, BIRMINGHAM, AL 352421806; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02/17/2005 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA IN MORTGAGE BOOK 20050217090077140 ON 8 PAGES.

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 95 HAWTHORN ST, 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 \$55,000 to \$127,000.

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 15, 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:

A STATE OF THE STA

AMSOUTH BANK

Authorized Signer

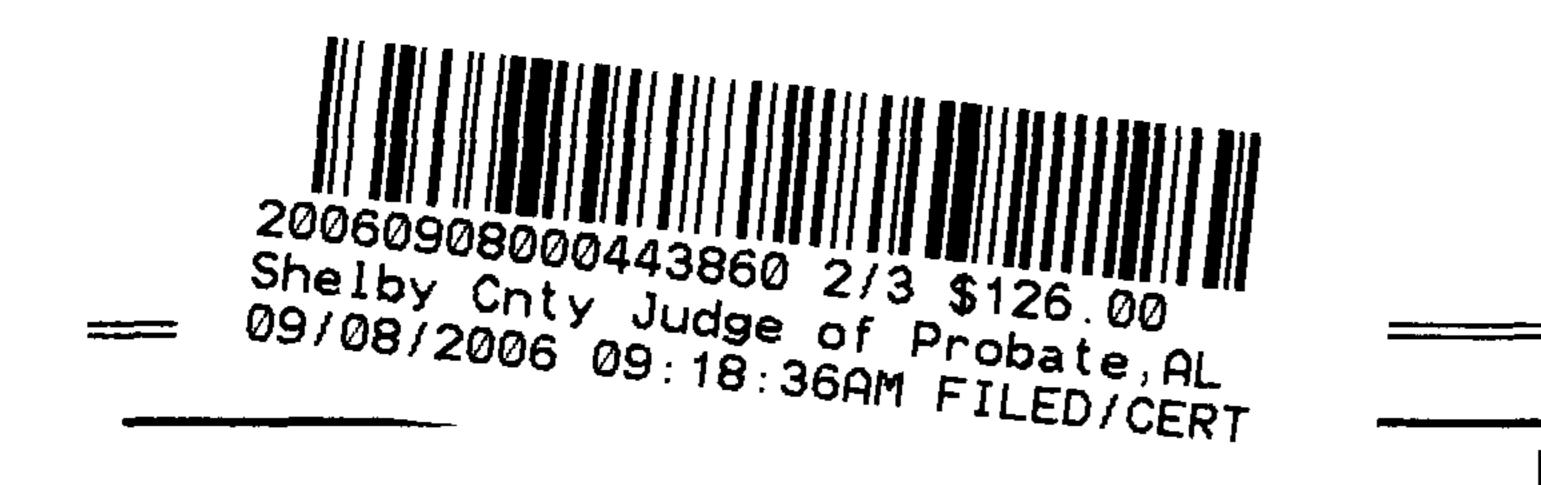
This Modification of Mortgage prepared by:

Name: Phillip Reed

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283



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MODIFICATION OF MORTGAGE (Continued)

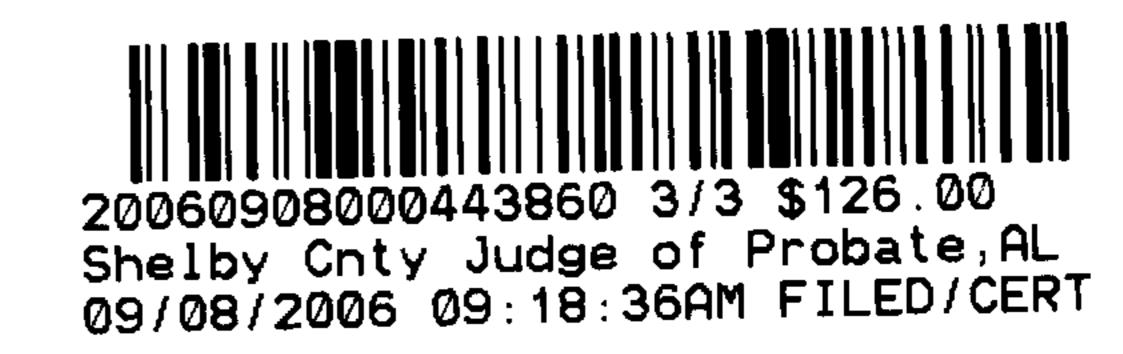
INDIVIDUAL ACKNOWLEDGMENT

| STATE OF HODOMO | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| |) SS |
| COUNTY OF STORY | |
| | |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRUCE'S SNEAD and BARSARA SNEAD, 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 | |
| MY COMMISSION EXPIRES APRIL 21, 2007 | Notary Public |
| My commission expires | |
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| LENDER ACKNOWLEDGMENT | |
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| STATE OF | |
| |) SS |
| COUNTY OF JICENTY |) |
| | Λ - I |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUTH BANDE a corporation, is signed to the foregoing Modification and who is known to me, | |
| carcine flatent a corporat | tents 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 | |
| $i \sim 10^{\circ} M_{\odot}$ | |
| Given under my hand and official seal this | lay of Muy Man |
| RAV CORRECTORE CONTROL OF A DOM | Notary Public |
| MY COMMISSION EXPIRES APRIL 21, 2007 | |
| My commission expires | |
| | |
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LASER PRO Lending, Ver. 5.27.00.005 Copr. Herland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-282575 PR-152

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SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL PROPERTY (THE "PROPERTY") SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 10 – 11 BLOCK 10 ACCORDING TO THE SURVEY OF MT LAUREL, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 10 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

KNOWN: 95 HAWTHORN STREET