

WHEN RECGRDED MAIL TO:

Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. RINGPFEIL, CHRIS D AMELBOURNE, FL 32934

02071514-378

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 16, 2006, is made and executed between CHRIS D RINGPFEIL A/K/A CHRIS RINGPFEIL, whose address is 2767 BEAR CREEK RD, STERRETT, AL 351479115 and BELINDA RINGPFEIL, whose address is 2767 BEAR CREEK RD, STERRETT, AL 351479115; 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 April 10, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDEED 04-28-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR JEFFERSON COUNTY, ALABAMA, DOCUMENT 20060428000199770.

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 2767 BEAR CREEK RD, STERRETT, AL 351470000. 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 \$50,000.00 to \$200,000.00.

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 AUGUST 16, 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: Kevin Echols

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

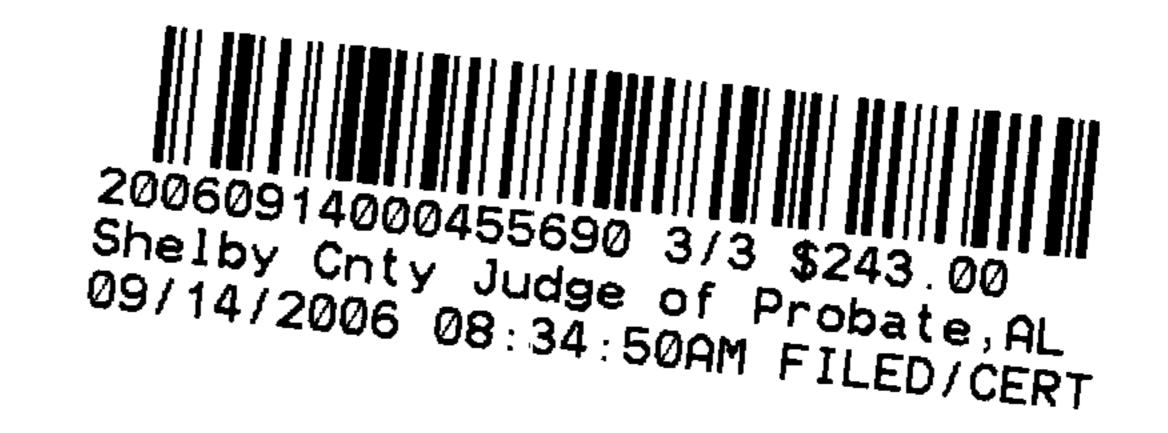
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MADEMA	
COUNTY OF SULLY) SS)
this day that, being informed of the contents of said Modification Given under my hand and official seal this	county in said state, hereby certify that CHRIS D RINGPFEIL and BELINDA foregoing instrument, and who are known to me, acknowledged before me on on, they executed the same voluntarily on the day the same bears date.
My commission expires W8 W9	
LENDER A	ACKNOWLEDGMENT
STATE OF MULLIAMA	ACKNOWLEDGMENT
Λ .	ACKNOWLEDGMENT)) ss)
country of Shifty I, the undersigned authority, a Notary Public in and for said cour a cor acknowledged before me on this day that, being informed of the) SS) nty in said state, hereby certify that
STATE OF COUNTY OF SULLY I, the undersigned authority, a Notary Public in and for said cour a correction.) SS) nty in said state, hereby certify that

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G2349022

SCHEDULE A

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

LOT 12, ACCORDING TO THE SURVEY OF MOUNTAIN OAKS, AS RECORDED IN MAP BOOK 10 PAGE 74, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2767 BEAR CREEK RD

PARCEL: 095150000008012