



20060920000467310 1/3 \$95.00
 Shelby Cnty Judge of Probate, AL
 09/20/2006 02:10:52PM FILED/CERT

WHEN RECORDED MAIL TO:



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010499996801
 20062211023080

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 24, 2006, is made and executed between **KIMBERLY M NORTH AKA KIMBERLY ANN NORTH AKA KIMBERLY ANN MCDANAL**, whose address is **1315 BERWICK DR, BIRMINGHAM, AL 352427115** and **JOSEPH D NORTH**, whose address is **1315 BERWICK DR, BIRMINGHAM, AL 352420000**; wife and husband (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 July 17, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

20030730000489330,SHELBY,20031028000719660,SHELBY CO .

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 1315 BERWICK DRIVE, 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 \$100,000 to \$150,000.

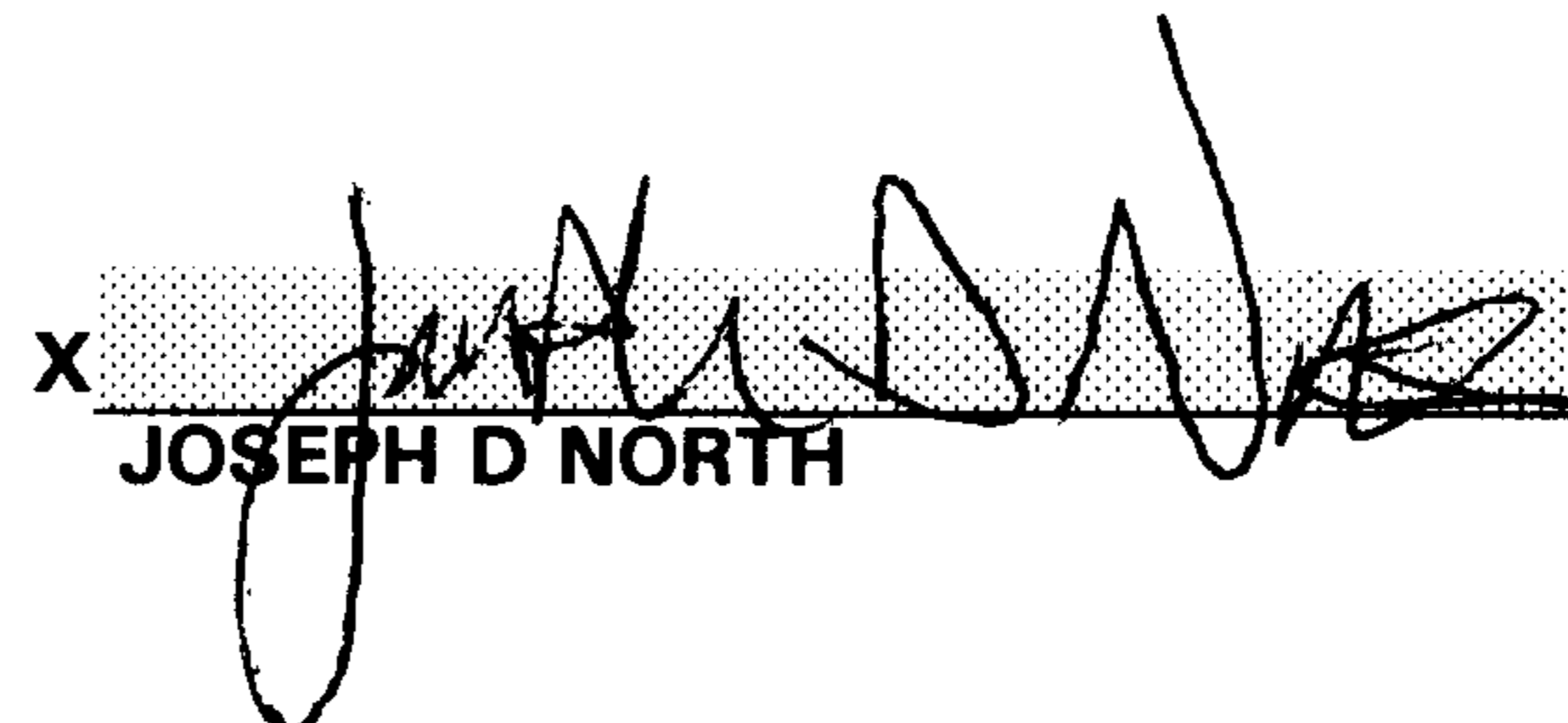
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 24, 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.

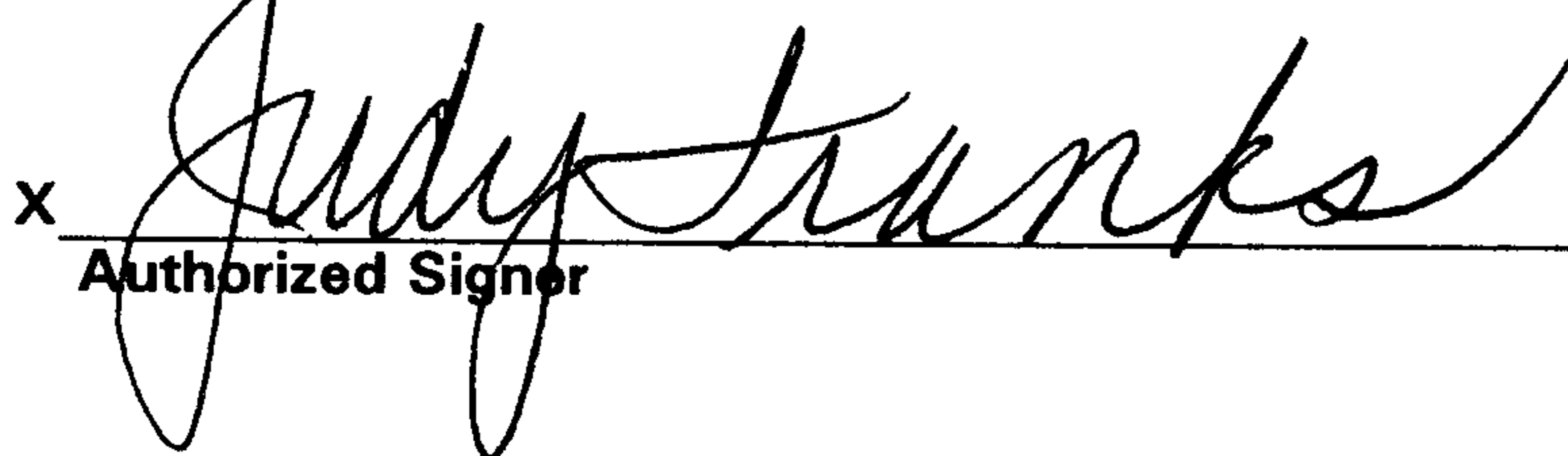
GRANTOR:

X  (Seal)
 KIMBERLY M NORTH

X  (Seal)
 JOSEPH D NORTH

LENDER:

AMSOUTH BANK

X  (Seal)
 Authorized Signer

This Modification of Mortgage prepared by:

Name: Cindy Lee
 Address: P.O. BOX 830721
 City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KIMBERLY M NORTH and JOSEPH D NORTH**, wife and husband, 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 24 day of August, 2006.

Pamela R. Townsend
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 13, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT


STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Judy Franks 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 24 day of August, 2006.

Pamela R. Townsend
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 13, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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SCHEDULE "A"


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

LOT 85A ACCORDING TO A RESURVEY OF LOTS 85 & 86, FIRST ADDITION TO GREYSTONE RIDGE GARDEN HOMES AS RECORDED IN MAP BOOK 16, PAGE 53 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: BOOK 1995 PAGE 36026

KNOWN 1315 BERWICK DRIVE

PARCEL: 039320003085000


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