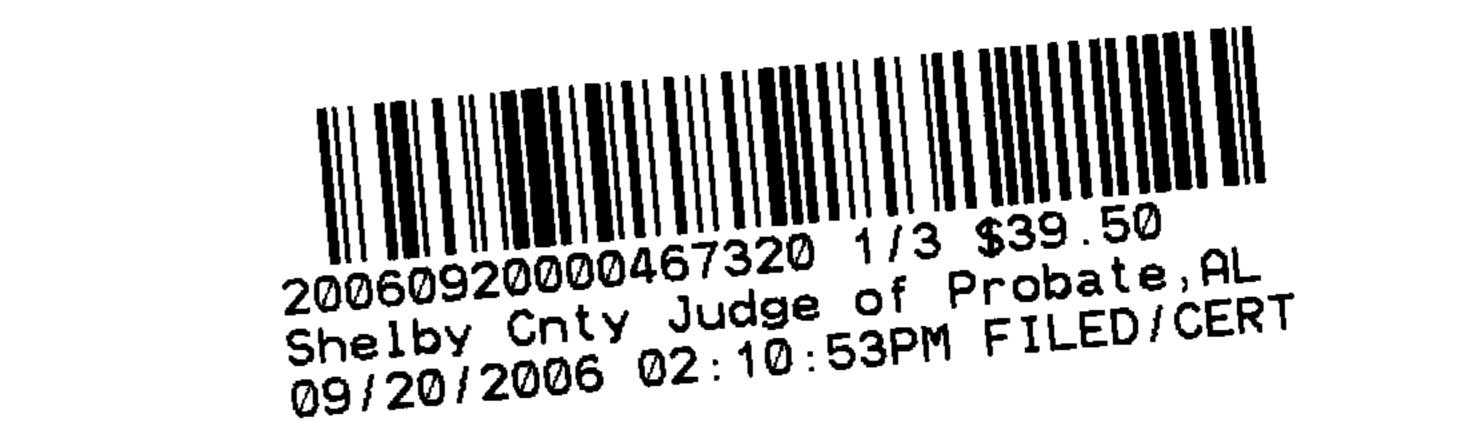
WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions 600-A N John Rodes Blvd. GRIMES, DEBORAH F MELBOURNE, FL 32934



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000169733 20042271519220

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 25, 2006, is made and executed between DEBORAH F GRIMES , whose address is 711 HAYCORT LN, HOOVER, AL 352443383 and ERNEST O GRIMES , whose address is 711 HAYCORT LN, HOOVER, AL 352443383; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 13, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 03-30-06 INST 20060330000147510.

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 711 HAYCORT LN, HOOVER, AL 352440000.

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 \$20000 to \$35000.

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 25, 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

This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

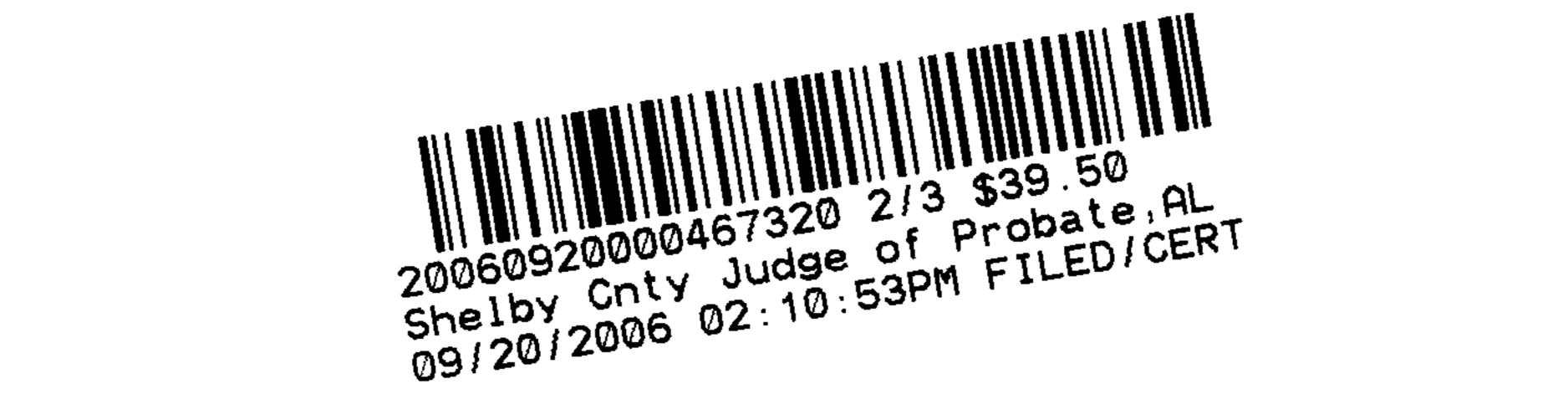
(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT
STATE OF Alabama
country of <u>Shelby</u>
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DEBORAH F GRIMES and ERNEST O GRIMES , 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
My commission expires 17-77-09 — — — — — — — — — — — — — — — — — — —
LENDER ACKNOWLEDGMENT
STATE OF Alabama
COUNTY OF Jefferson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUS BOWN 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 Z5 day of $\frac{4u_{sust}}{2}$, 20 $\frac{8u_{sust}}{2}$. '
My commission expires MY COMMISSION EXPIRES: Apr 10. 3010 BOXDED TEXT TO THE PROPERTY OF ALABAMA AT LARGE Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public

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-284745 PR-122



· · ·

• •

•

•

.

•

- .

••

SCHEDULE A

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

LOT 43, ACCORDING TO THE SURVEY OF THE HIGHLANDS 2ND SECTOR, AS RECORDED IN MAP BOOK 16 PAGE 48, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 711 HAYCORT LN

PARCEL: 10-4-17-0-001-011-102

20060920000467320 3/3 \$39.50 Shelby Cnty Judge of Probate, AL 09/20/2006 02:10:53PM FILED/CERT

.