

WHEN RECORDED MAIL TO:



DAVIS, RODNEY D

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100186485 20062401052430

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 6, 2006, is made and executed between RODNEY D DAVIS, whose address is 220 CREEKWOOD CT, HELENA, AL 35080 and LAURI D DAVIS, whose address is 220 CREEKWOOD CT, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 9178 Parkway East, Birmingham, AL 35206 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 17, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JANUARY 12, 2005 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT# 20050112000018270.

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 220 CREEKWOOD 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 \$34,000.00 to \$75,000.00.

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 SEPTEMBER 6, 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.

GRANTQR: (Seal) RODNEY D DAVIS LENDER:

(Seal) LAURI D' DAVIS

AMSQUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Jennifer Bustillos Address: P.O. BOX 830721

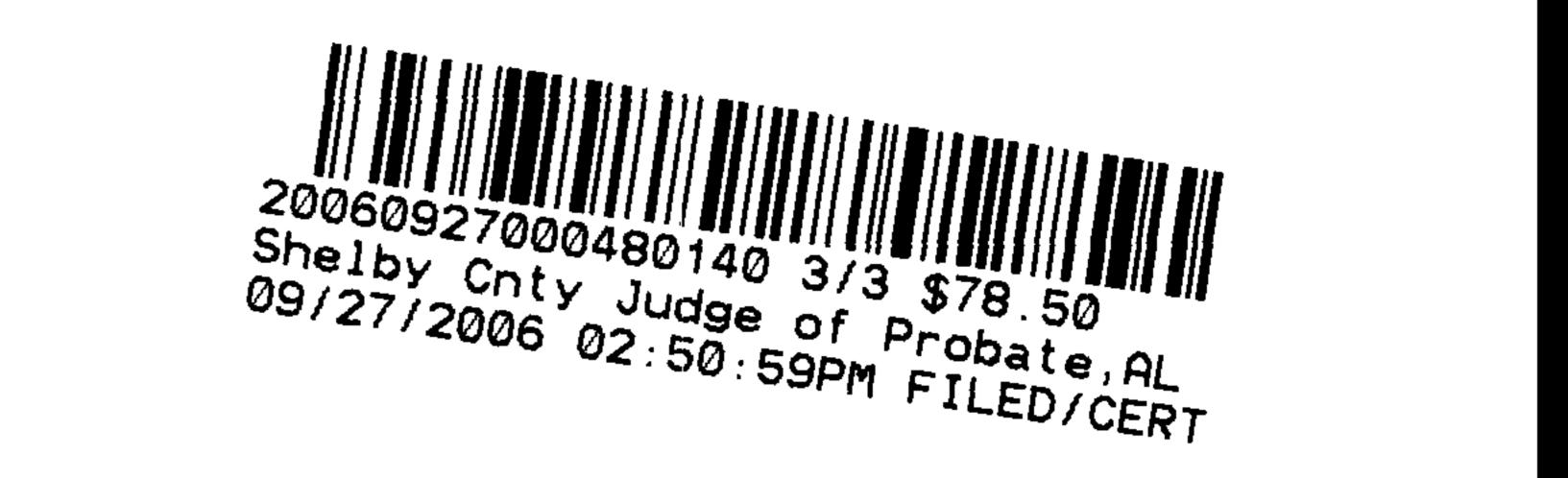
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALBAMA	
) SS
COUNTY OF	
l, the undersigned authority, a Notary Public in and for said county	in said state, hereby certify that RODNEY D DAVIS and LAURI D DAVIS ,
husband and wife, whose names are signed to the foregoing instru- being informed of the contents of said Modification, they executed	ument, and who are known to me, acknowledged before me on this day that,
Given under my hand and official seal this	day of Septembers 1,20 5/4/
	_ day or
	Notary Public
MOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sep 2, 2008 MY COMMISSION EXPIRES: Sep 2, 2008	
My commission expires in a Commission Programme of the Bowden That NOTARY PUTE IC INCIDENTIFY R	
LENDER ACKNOWLEDGMENT	
LENDER AC	KNOWLEDGMENT
	KNOWLEDGMENT
STATE OF ALABAMA	KNOWLEDGMENT
STATE OF ALABAMA	KNOWLEDGMENT)) ss
STATE OF ALABAMA COUNTY OF JUHLESIM) SS)
STATE OF ALABAMA COUNTY OF JUHLESIM) SS)
STATE OF ALABAMA COUNTY OF) SS) in said state, hereby certify that DAULA RUUSAL Against ation, is signed to the foregoing Modification and who is known to me,
COUNTY OF	in said state, hereby certify that Daw A Daw Officer and with aid corporation.
STATE OF ALABAMA COUNTY OF COUNTY OF White in and for said county a corpor) SS) in said state, hereby certify that DAJA RIMSM of the state, is signed to the foregoing Modification and who is known to me, ontents of said Modification of Mortgage, he or she, as such officer and with
COUNTY OF COUNTY OF A LOCATION AND A COUNTY OF A LOCATION AND A CORPORATION AS A CORPORATION AND A COR) SS) in said state, hereby certify that DALL DEWS ALL Action, is signed to the foregoing Modification and who is known to me, ontents of said Modification of Mortgage, he or she, as such officer and with aid corporation. day of
COUNTY OF	in said state, hereby certify that Daw A Daw Officer and with aid corporation.
COUNTY OF COUNTY OF A LOCATION AND A COUNTY OF A LOCATION AND A CORPORATION AS A CORPORATION AND A COR) SS) in said state, hereby certify that DALL DEWS ALL Action, is signed to the foregoing Modification and who is known to me, ontents of said Modification of Mortgage, he or she, as such officer and with aid corporation. day of



G2542718

SCHEDULE A

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

LOT 105, ACCORDING TO THE SURVEY OF AMENDED RIVERWOODS 1 SECTOR, AS RECORDED IN MAP BOOK 29 PAGE 120, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 220 CREEKWOOD CT

PARCEL: 13-4-17-0-002-005-000