



20060927000480170 1/3 \$92.00
Shelby Cnty Judge of Probate, AL
09/27/2006 02:54:35PM FILED/CERT

WHEN RECORDED MAIL TO:

AmSouth Bank



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

20062421626110

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499846378

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 5, 2006, is made and executed between **MARVIN TUBBS aka MARVIN G TUBBS**, whose address is 244 HWY 277, HELENA, AL 35080; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 1290 Greenmor Drive SE, Bessemer, AL 35022 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09/10/2002 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY , ALABAMA, INST#20020910000433190 .

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 244 HWY 277, HELENA, AL 35080.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

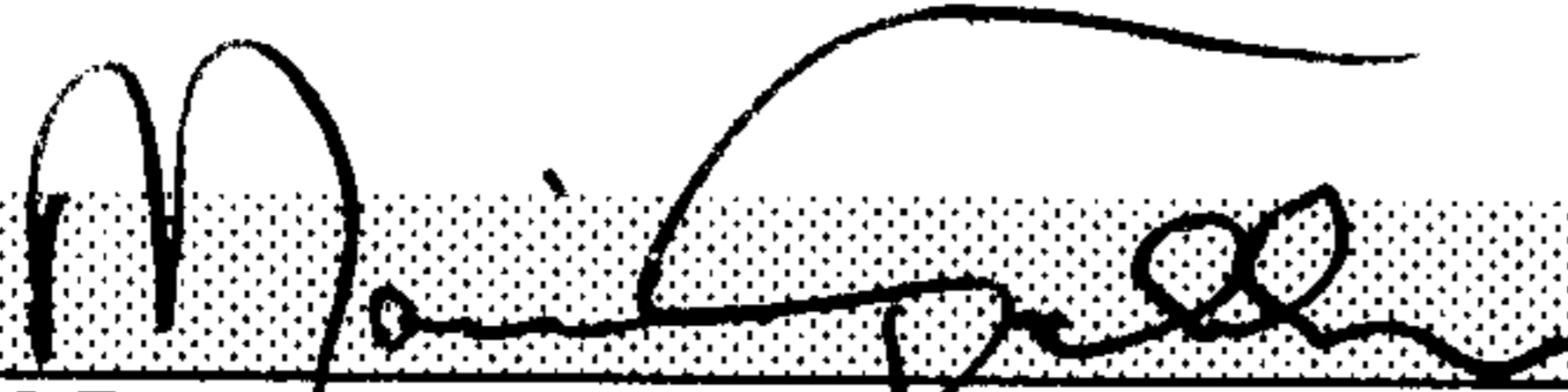
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$25000 to \$75000.

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 endorers 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 5, 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)
MARVIN TUBBS

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: Sonja Blocker
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283**



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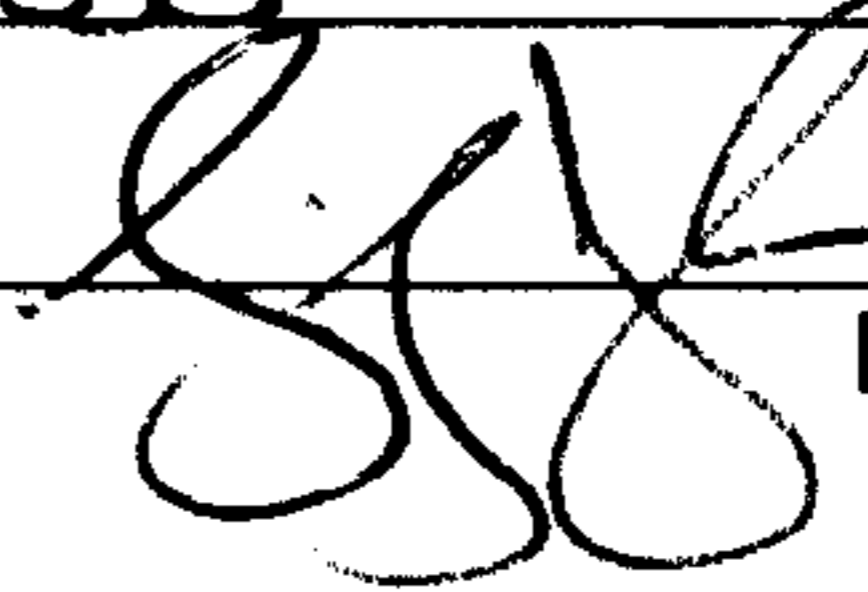
**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARVIN TUBBS**, **unmarried**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of September, 2006.


Notary Public

My commission expires 5-12-2010

LENDER ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that AMSOUTH
Lauren Edwards 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 5th day of September, 2006.


Notary Public

My commission expires 5-12-2010

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SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER FO THE NE ¼ OF THE NE ¼ OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 4 WEST, AND RUN NORTH ALONG SECTION LINE FOR A DISTANCE OF 1021.35 FEET; TO THE SE RIGHT OF WAY OF SOUTHERN RAILROAD, TURN LEFT AN ANGLE OF 144 DEGREES 18' FOR A DISTANCE OF 233.98 FEET ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING, AND CENTER LINE OF AN ASPHALT COUNTY ROAD, TURN LEFT AN ANGLE OF 26 DEGREES 01' AND RUN ALONG SAID CENTER LINE FOR A DISTANCE OF 67.00 FEET; THENCE TURN LEFT AN ANGLE OF 19 DEGREES 50' CONTINUE ALONG SAID CENTER LINE A DISTANCE OF 75.72 FEET; THENCE TURN LEFT AN ANGLE OF 14 DEGREES 08' AND CONTINUE ALONG SAID CENTER LINE A DISTANCE OF 204.88 FEET; THENCE RIGHT AN ANGLE OF 15 DEGREES 31' AND CONTINUE ALONG SAID CENTERLINE A DISTANCE OF 157.66 FEET TURN RIGHT AN ANGLE OF 7 DEGREES 55' AND CONTINUE ALONG SAID CENTER LINE A DISTANCE OF 125.38 FEET; THENCE TURN RIGHT AN ANGLE OF 23 DEGREES 40' AND CONTINUE ALONG SAID CENTERLINE A DISTANCE OF 129.95 FEET; TURN RIGHT AN ANGLE OF 69 DEGREES 33' FOR A DISTANCE OF 163.18 FEET; THENCE TURN RIGHT AN ANGLE OF 4 DEGREES 18' FOR A DISTANCE OF 89.72 FEET; THENCE RIGHT AN ANGLE OF 35 DEGREES 33' FOR A DISTANCE OF 261.60 FEET TO THE SE RIGHT OF WAY OF SOUTHERN RAILROAD, TURN RIGHT AN ANGLE OF 83 DEGREES 29' AND RUN NORTHEAST ALONG SAID RIGHT OF WAY 658.90 FEET; TO POINT OF BEGINNING.

ALSO:

FROM THE SE CORNER OF THE NE ¼ OF THE NE ¼ OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 4 WEST, AND POINT OF BEGINNING, RUN NORTH ALONG SECTION LINE FOR A DISTANCE OF 348.37 FEET; TURN LEFT AN ANGLE OF 90 DEGREES FOR A DISTANCE OF 25.92 FEET; TO THE CENTER LINE OF AN ASPHALT COUNTY ROAD, TURN LEFT AN ANGLE OF 90 DEGREES 52' AND RUN ALONG SAID CENTER LINE FOR A DISTANCE OF 125.38 FEET; THENCE RIGHT AN ANGLE OF 23 DEGREES 40'; AND CONTINUE ALONG SAID CENTER LINE FOR A DISTANCE OF 129.95 FEET; THENCE TURN RIGHT AN ANGLE OF 69 DEGREES 33' FOR A DISTANCE OF 13.83 FEET; TO THE WEST RIGHT OF WAY OF SAID COUNTY ROAD, TURN LEFT AN ANGLE OF 78 DEGREES 17' AND RUN ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 107.54 FEET; TO THE SOUTH LINE OF THE NE ¼ OF THE NE ¼ OF ABOVE MENTIONED SECTION, TURN LEFT AN ANGLE OF 104 DEGREES 16' AND RUN EAST ALONG ¼- ¼ LINE FOR A DISTANCE OF 114.31 FEET; TO POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL ID: 12-8-27-0-000-002-000

PROPERTY ADDRESS: 244 HIGHWAY 277