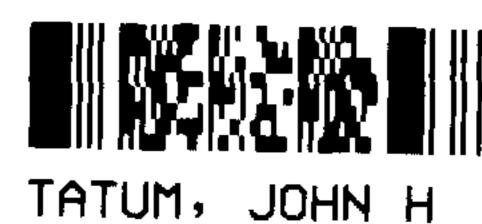
20060929000484000 1/3 \$43.50 Shelby Cnty Judge of Probate, AL 09/29/2006 10:53:51AM FILED/CERT

WHEN RECORDED MAIL TO:



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

200624108276420

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0704978182

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 9, 2006, is made and executed between JOHN H TATUM, whose address is 1812. APACHE WAY, ALABASTER, AL 350079328 and KRISTIANE D TATUM, whose address is 1812. APACHE WAY, ALABASTER, AL 350079328; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1845 Crestwood Boulevard, Irondale, AL 35210 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 26, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 05-09-02 INST # 2002050900220600 MOD RECORDED IN SHELBY COUNTY AL RECORDED DATE 04-13-05 INST #20050413000174840.

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 1812 APACHE WAY, ALABASTER, AL 350070000.

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 \$37000.

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 9, 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:

AMSØUTH BANK

Authorized Signer

(Seal)

(Seal)

This Modification of Mortgage prepared by:

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

City, State, ZIP: BIRMINGHAM, AL 35283

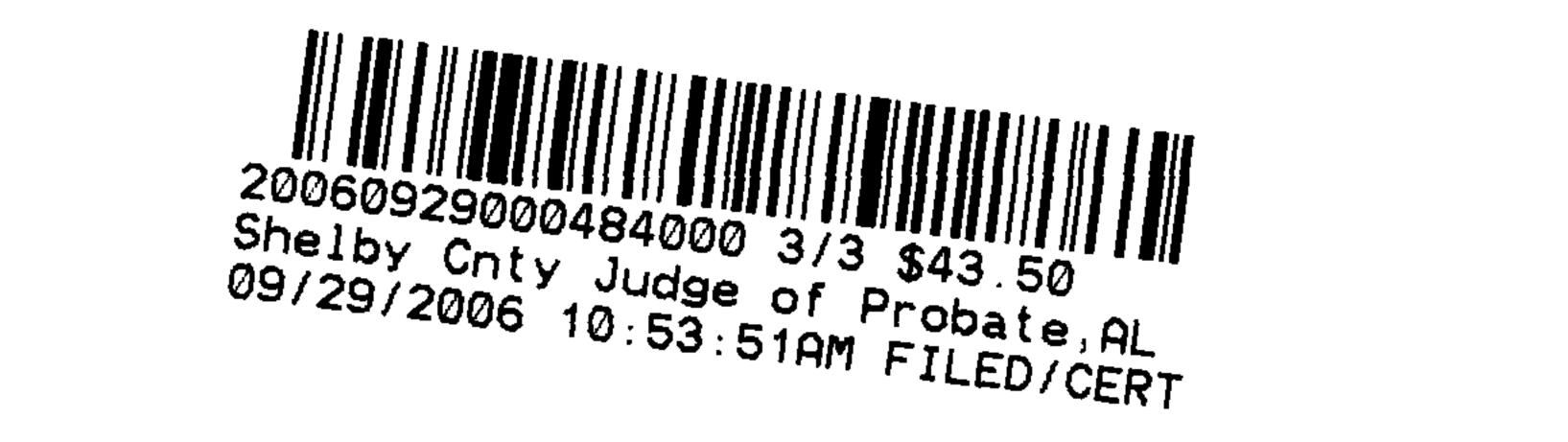
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ABAMA)	
$\frac{1}{1}$) SS	
COUNTY OF JEFFERSON		
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN H TATUM and KRISTIANE D TATUM, husband and wife, 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	tay of	<u>// 20 </u>
My commission expires $4-28-2008$	No	tary Public
LENDER ACKNOWLEDGMENT		
STATE OF HABAMA)	
) SS	
COUNTY OF JETFERSON		
I, the undersigned authority, a Notary Public in and for said county of the South So	tents of said Modification of Mortgage decorporation. day of	ARNSONE BRHSWT ification and who is known to me, e, he or she, as such officer and with

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G2565573

SCHEDULE A

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

LOT 25, ACCORDING TO THE SURVEY OF NAVAJO PINES, AS RECORDED IN MAP BOOK 5 PAGE 108, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1812 APACHE WAY

PARCEL: 13-8-34-3-001-023-000