

.

WHEN RECORDED MAIL TO:



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4744747474 2006231311060

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 11, 2006, is made and executed between RAYMOND J RONK , whose address is 134 BIRCH CREEK DR, BIRMINGHAM, AL 352426716 and LINDA J RONK , whose STONECREST DR, BIRMINGHAM, AL 352426544; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 3, 2005 (the "Mortgage") which has been recorded in HOUSTON County, State of Alabama, as follows:

RECORDED 09-23-2005 IN THE PROBATE OFFICE OF SHELBYCOUNTY INST # 20050923000495840.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in HOUSTON 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. Shelby The Real Property or its address is commonly known as 134 BIRCH CREEK 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 \$75000 to \$100000.

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 11, 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.

LINDA J)RONK

GRANTOR:

LENDER:

AMSOUTH BANK

Authorized Signer

RAYMOND J RONK

This Modification of Mortgage prepared by:

Name: Connie Stoves Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

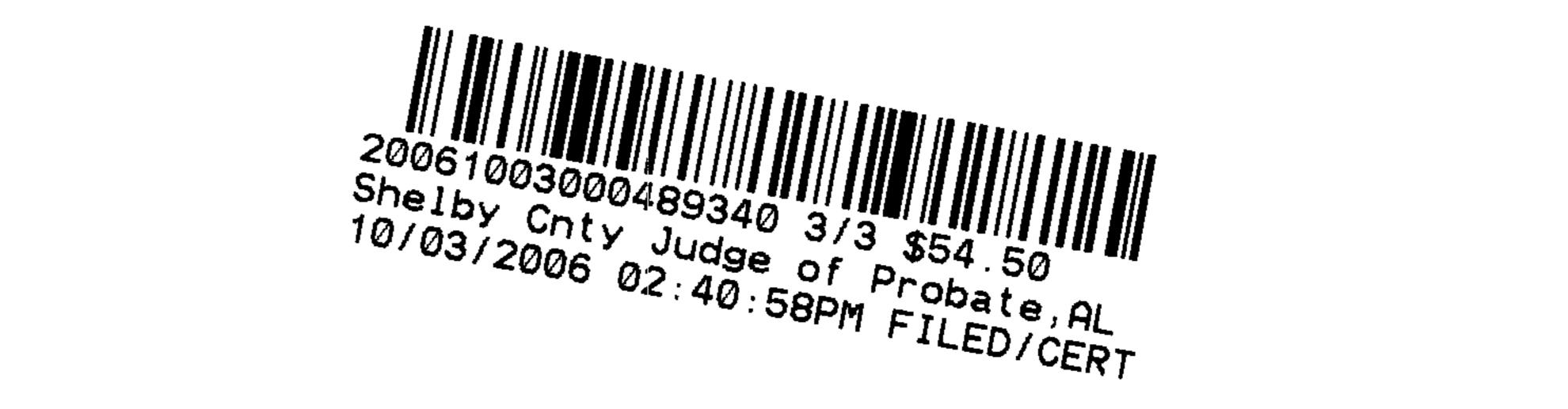
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INDIVIDUAL ACKNOWLEDGMENT

V.
STATE OF Mabama
$C_{1,0}$
COUNTY OF SHURES
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RAYMOND J RONK and LINDA J RONK, 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 countrilly on the day the same bears date. Given under my hand and official seal this day of
My commission expires Motary Public
LENDER ACKNOWLEDGMENT
STATE OF COMPANDED,
) ss
COUNTY OF Shellery
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
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 day of day of
Given under my hand and official seal this day of
Given under my hand and official seal this day of day of Notary Public

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SCHEDULE A

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

LOT 26, ACCORDING TO THE SURVEY OF BIRCH CREEK, SECTION 16, AS RECORDED IN MAP BOOK 27 PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 134 BIRCH CREEK DR

PARCEL: 09 5 16 0 003 026.000