20061010000501260 1/3 $34.00
Shelby Cnty Judge of Probate,AL
10/10/2006 01:59:18PM FILED/CERT

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0711000 68915
2004255157 8310

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2006, is made and executed between BRYAN MONOSKY AKA JERRY BRYAN MONOSKY , whose address is 502 CEDAR GROVE CIR, MAYLENE, AL 351145420 and NINA L MONOSKY AKA NINA FOX MONOSKY , whose address is 502 CEDAR GROVE CIR, MAYLENE, AL 351145420; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 21, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 02/04/2004 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA IN MORTGAGE BOOK 20040204000059090 ON 8 PAGES.

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 502 CEDAR GROVE CIRCLE, MAYLENE, AL 351140000.

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 $24,500 to $34,500.

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 15, 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 Bryan Monosky (Seal)
BRYAN MONOSKY

X Nina L. Monosky (Seal)
NINA L MONOSKY

LENDER:

AMSOUTH BANK

X Stephanie White (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Phillip Reed
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

20061010000501260 2/3 $34.00
Shelby Cnty Judge of Probate, AL
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STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BRYAN MONOSKY and NINA L MONOSKY , 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 15 **day of** September, 20 06.

Kristin Duchiane
Notary Public

My commission expires 8-17-2010

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Stephanie Whitten, AmSouth Bank 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 15 **day of** September, 20 06.

Kristin Duchiane
Notary Public

My commission expires 8-17-2010

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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 CEDAR GROVE AT STERLING GATE SECTOR 1, PHASE 1, AS RECORDED IN MAP BOOK 22 PAGE 92, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 502 CEDAR GROVE CIR

PARCEL: 23-2-04-0-002-004-000