20061010000501290 1/3 \$169.00 Shelby Cnty Judge of Probate, AL 10/10/2006 02:08:40PM FILED/CERT

## WHEN RECORDED MAIL TO:

A --- Carth Dank

Record and Return To: Fisery Lending Solutions 600-A N John Rodes Blvd. BRADLEY, DAVID L AKA MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07049941211 20042551403270

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 18, 2006, is made and executed between DAVID L BRADLEY aka D L BRADLEY, whose address is 2154 BANEBERRY DR, HOOVER, AL 352441400 and ALLISON M BRADLEY aka A M BRADLEY, whose address is 2154 BANEBERRY DR, HOOVER, AL 352441400; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 13, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 03-26-2003 AS SHELBY COUNTY INSTRUMENT # 20030326000179910.

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 2154 BANEBERRY DR, BIRMINGHAM, AL 352440000.

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 \$100,000.00 to \$200,000.00.

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 18, 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:

**AMSOUTH BANK** 

**Authorized Signer** 

(Seal)

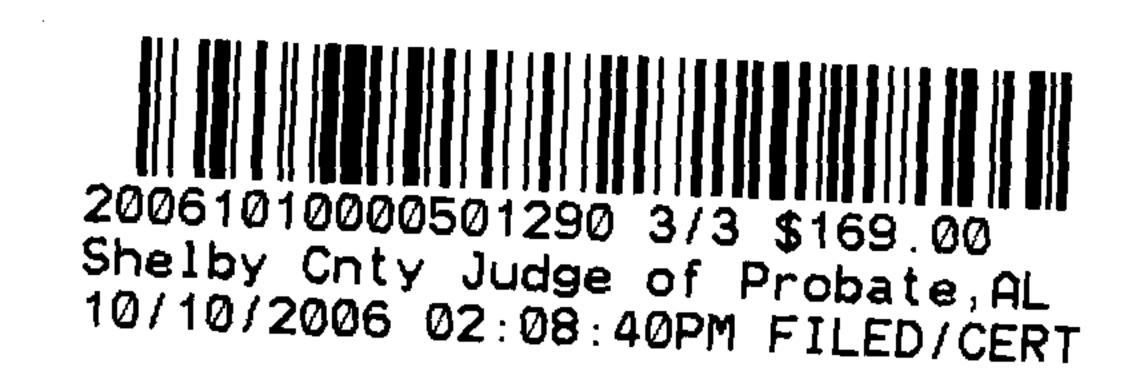
This Modification of Mortgage prepared by:

Name: Megan Choate Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## INDIVIDUAL ACKNOWLEDGMENT 200610100000501290 2/3 \$169.00 Shelby Cnty Judge of Probate, AL 10/10/2006 02:08:40PM FILED/CERT SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID L BRADLEY , 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 **Notary Public** My commission expires MMM 2 2008 LENDER ACKNOWLEDGMENT STATE OF WWW. 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, (Ovination 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 **Notary Public** My Commission Expires My commission expires

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G263C993

## SCHEDULE A

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

LOT 2723, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 27TH ADDITION, AS RECORDED IN MAP BOOK 11 PAGE 56, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2154 BANEBERRY DR

PARCEL: 11-7-35-0-004-067-000