20061020000519600 1/3 \$46.25 Shelby Cnty Judge of Probate, AL 10/20/2006 10:47:52AM FILED/CERT

#### WHEN RECORDED MAIL TO:



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,2291

20062580817260

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### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 23, 2006, is made and executed between TABITHA J WALKER, whose address is 2042 EAGLE LN PK, BIRMINGHAM, AL 35242 and KEVIN G WALKER, whose address is 2042 EAGLE LANE PK, BIRMINGHAM, AL 35242; wife and husband (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 October 8, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 11-2-2005 IN INST#20051102000569260 IN THE JUDGE OF PROBATES OFFICE OF SHELBY COUNTY.

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 2042 EAGLE PARK LANE, BIRMINGHAM, AL 35242.

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 \$32,000.00 to \$51,500.00.

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 23, 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:** 

TABITHA J WALKER

KEVIN G WAI KER

(Seal)

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Angela Ramberg Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

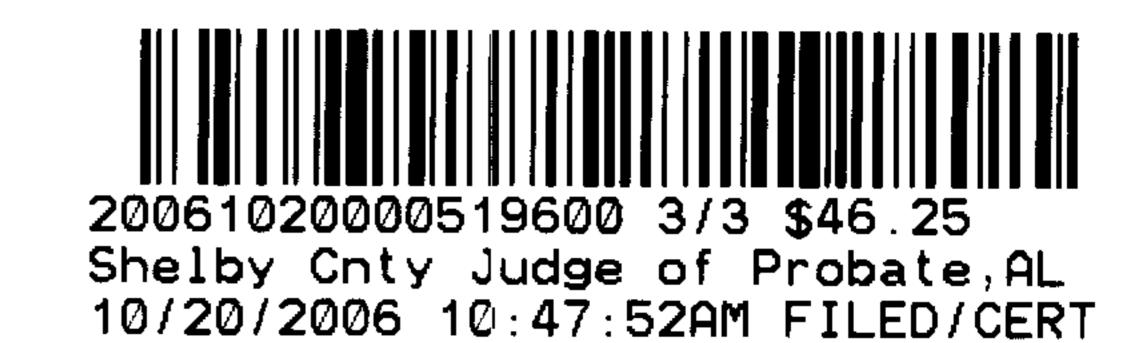
# MODIFICATION OF MORTGAGE (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF MULLIAMA	
	) SS
COUNTY OF MULD	
WALKER , wife and husband, whose names are signed	said county in said state, hereby certify that TABITHA J WALKER and KEVII to the foregoing instrument, and who are known to me, acknowledged before me ication, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of $244000$ $-120/9$ .
	Miller Min Min
	- / Muy question
	// Notary Public
My commission expires 1010 LUM	
LENDI	ER ACKNOWLEDGMENT
STATE OF LUMBINO	
STATE OF WHITE	
STATE OF COUNTY	) ) SS
STATE OF MUHUMO COUNTY	) SS
	iss has the Royally
COUNTY OF MILM	Last the Built
country of	d county in said state, hereby certify that All May Hall
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed	county in said state, hereby certify that
COUNTY OF	county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and apother	county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed	county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and apother	county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and apother	county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and appthe Given under my hand and official seal this	county in said state, hereby certify that
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and apother	county in said state, hereby certify that

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## SCHEDULE "A"

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

LOT 85, ACCORDING TO THE SURVEY OF EAGLE POINT, 12<sup>TH</sup> SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 23, PAGE 82 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 2042 EAGLE PARK LANE