20061025000526690 1/3 \$56.60 Shelby Cnty Judge of Probate, AL 10/25/2006 01:35:27PM FILED/CERT

WHEN RECORDED MAIL TO:



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

20062520859330 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2006, is made and executed between DEREK W HINES, whose address is 123 OAKBROOKE LN, ALABASTER, AL 350079472 and CHRISTIE Y HINES, whose address is 123 OAKBROOKE LN, ALABASTER, AL 350079472; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 5, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 08-19-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20030819000546680.

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 123 OAKBROOKE LN, ALABASTER, AL 35007.

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 \$13,600 to \$40,000.

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 OCTOBER 5, 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

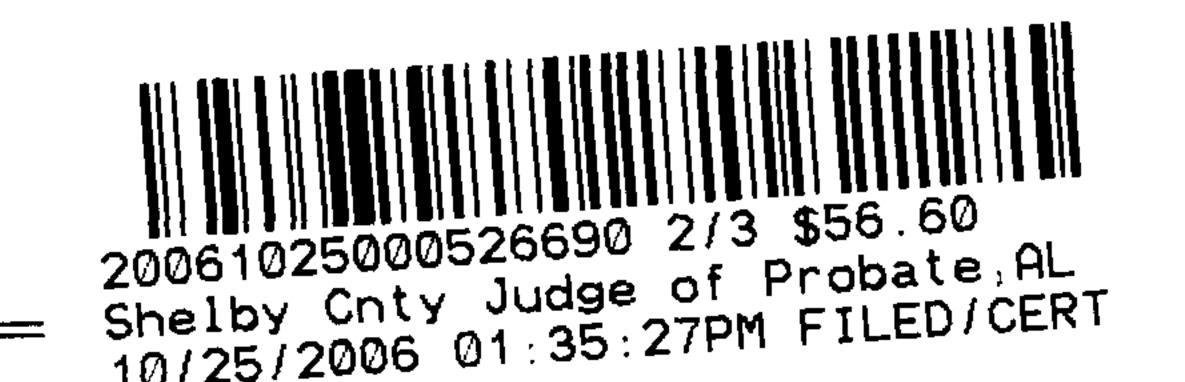
This Modification of Mortgage prepared by:

Name: Jada Jones

Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

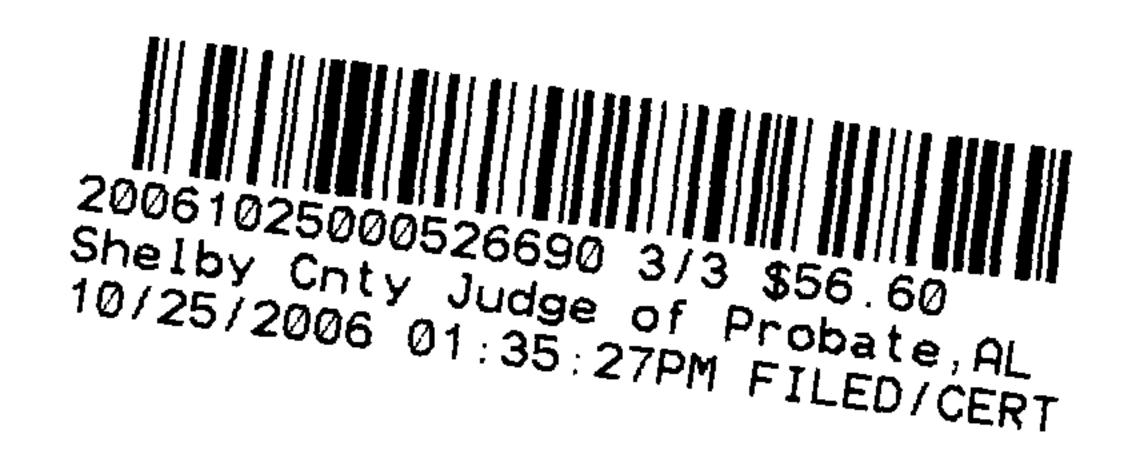


MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Alabama</u>)		
) SS		
COUNTY OF Shelly	}		
I, the undersigned authority, a Notary Public in and , husband and wife, whose names are signed to the being informed of the contents of said Modification,	foregoing instrument, and	who are known to me,	acknowledged before me on this day that,
Given under my hand and official seal this	day of(October-	Notary Public
My commission expiresMY COMMISSION EXPIRES	OCTOBER 15, 2008		
	ENDER ACKNOWI	EDGMENT	
STATE OF Qlabama			
COUNTY OF Shelby) SS)		
I, the undersigned authority, a Notary Public in and	for said county in said state a corporation, is si	e, hereby certify that No. gned to the foregoing	Modification and who is known to me,
acknowledged before me on this day that, being infull authority, executed the same voluntarily for and			rtgage, he or she, as such officer and with
Given under my hand and official seal this	S day of	Octobre 1	Notary Public
MY COMMISSION EXPIRES O	CTOBER 15, 2008		

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-290477 PR-152



G2835342

SCHEDULE A

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

LOT 14, ACCORDING TO THE SURVEY OF OAKBROOKE ESTATES, AS RECORDED IN MAP BOOK 24 PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 123 OAKBROOKE LN

PARCEL: 23-1-02-3-003-014-000