20061025000526700 1/3 \$53.00 Shelby Cnty Judge of Probate, AL 10/25/2006 01:39:16PM FILED/CERT

WHEN RECORDED MAIL TO:



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

20062691521280

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

07100208693

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 4, 2006, is made and executed between BLAKE D SLY, whose address is 6123 RUSHING PARC LN, HOOVER, AL 352446755 and MARGARET H SLY, whose address is 6123 RUSHING PARC LN, HOOVER, AL 352446755; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2531 John Hawkins Parkway, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 30, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 04/22/2005 AS SHELBY COUNTY INSTRUMENT # 20050422000193440.

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 6123 RUSHING PARC LN, HOOVER, 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 \$40,000.00 to \$64,000.00.

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 OCTOBER 4, 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:

BLAKE D SLY

X

ARGARET H SLY

LENDER:

AMSOUTH BANK

AL RAPATA

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Megan Choate

Address: P.O. BOX 830721

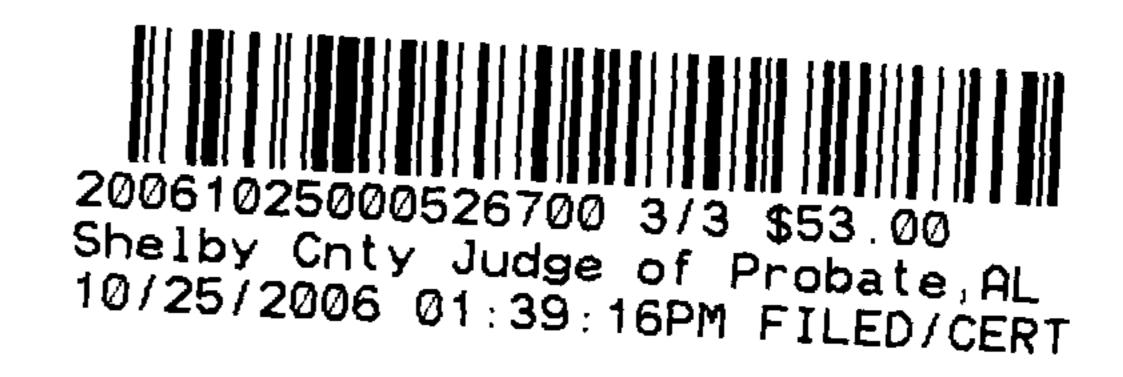
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

of , s	
STATE OF Alang	
) SS
COUNTY OF JEHELSON	
I, the undersigned authority, a Notary Public in and for said county husband and wife, whose names are signed to the foregoing instrubeing informed of the contents of said Modification, they executed Given under my hand and official seal this	ment, and who are known to me, acknowledged before me on this day that,
My commission expires	
LENDER ACKNOWLEDGMENT	
LENDER ACKNOWLEDGIVIEN I	
STATE OF LUNAMA	
) SS
COUNTY OF CHECSON	
	in said state, hereby certify that $\frac{1}{10000000000000000000000000000000000$
full authority, executed the same voluntarily for and as the act of sa	
Given under my hand and official seal this	day of October 2000 the
	Notary Public
My commission expires TOWNSSION EXPIRES MAY 12, 2009	



SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 37, ACCORDING TO THE SURVEY OF RUSHING PARC SECTOR ONE, AS RECORDED IN MAP BOOK 19, PAGE 20, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 6123 RUSHING PARC LANE