

WHEN RECORDED MAIL TO:



Record and Return To: Fiserv Lending Solutions 600A N.JohnRodes Blvd

MOONEY, ARNOLD G

MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

20062710954140 07-0499944280 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 11, 2006, is made and executed between ARNOLD G MOONEY, whose address is 5332 MEADOW BROOK RD, BIRMINGHAM, AL 35242 and KELLY M MOONEY, whose address is 5332 MEADOW BROOK RD, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender")

MORTGAGE Lender and Grantor have entered into a Mortgage dated March 14, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-27-2003 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY ALABAMA INSTRUMENT NUMBER 20030327000182060, AND MODIFIED 06-23-2004 RECORDED 07-19-2004 INSTRUMENT NUMBER 20040719000399210.

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 5332 MEADOW BROOK RD, 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 \$150,000.00 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 OCTOBER 11, 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.

KELLY M/MOONEY

GRANTOR:

ARNOLD G MOONEY

LENDER:

AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Kevin Echols Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

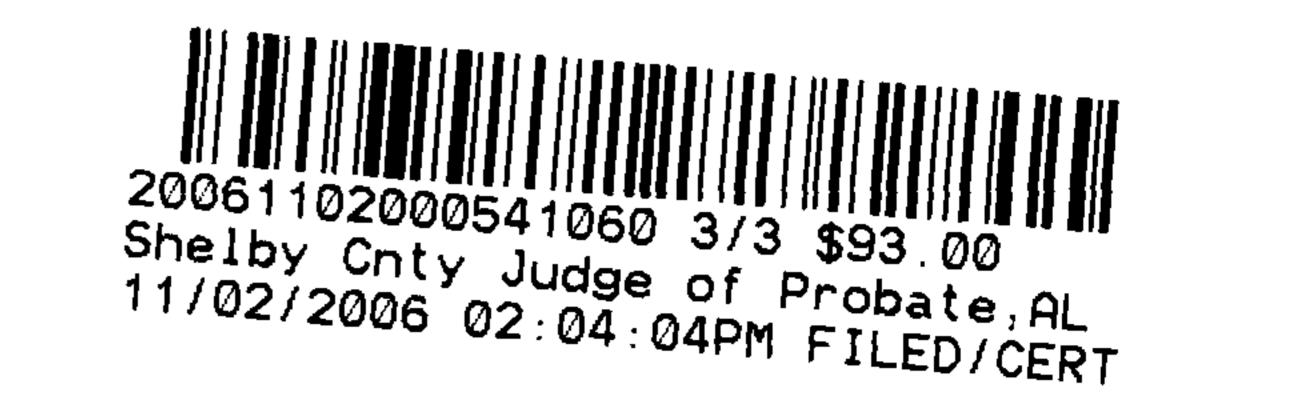
MODIFICATION OF MORTGAGE (Continued)

Fage 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALWANCE	
) SS
county of Jefferson)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ARNOLD G MOONEY and KELLY M MOONEY, 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/	day of Actober 20 TE.
My commission expires November 3, 2009	Notary Public
LENDER ACKNOWLEDGMENT	
\bigcap	
STATE OF TOURS	
) SS
COUNTY OF JETTER	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lason Salch Income 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 $\frac{1}{2}$	day of October . 20 06.
	Tanasher L. Ki
My commission expires Movember 3, 2004	Notary Public

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SCHEDULE A

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

LOT 9, ACCORDING TO THE SURVEY OF MEADOWBROOK ESTATES 1ST SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5332 MEADOW BROOK RD

PARCEL: 101110001015018