



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

DAY, DUDLEY S

MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2006, is made and executed between DUDLEY S DAY , HAWTHORNE ST, BIRMINGHAM, AL 352420000 and THERESA S DAY, whose address whose address is 80 HAWTHORNE ST, BIRMINGHAM, AL 352420000; 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 August 26, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 09/09/2003 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA ON INSTRUMENT # 20030909000603920 ON 6 PAGES.

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 80 HAWTHORNE ST, BIRMINGHAM, AL 352420000.

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 \$56,100 to \$100,000.

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 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)

(Seal)

This Modification of Mortgage prepared by:

Name: Phillip Reed

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

## MODIFICATION OF MORTGAGE (Continued)

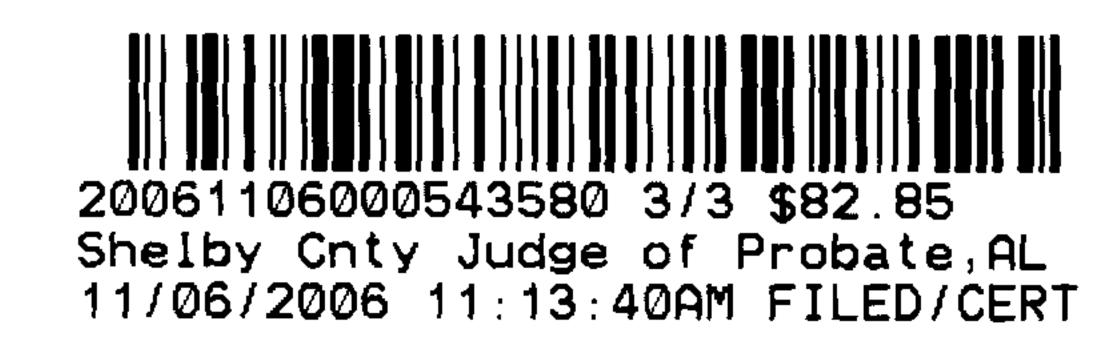
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## INDIVIDUAL ACKNOWLEDGMENT

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## SCHEDULE A

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

LOT 7-23, BLOCK 7, ACCORDING TO THE SURVEY OF MT LAUREL, PHASE 1-A, AS RECORDED IN MAP BOOK 27 PAGE 72B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 80 HAWTHORN ST

PARCEL: 09-2-03-1-002-034-000