



SINCLAIR, ANNIE LA

Record and Return To: Fisery Lending Solutions 60 A N.JohnRodes Blvd MLLBOURME, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000200810
20042611610590

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 25, 2006, is made and executed between ANNIE L SINCLAIR A/K/A ANNIE LAURIE SINCLAIR, whose address is 1043 OAK MEADOWS RD, BIRMINGHAM, AL 352423362 and JASON W SINCLAIR A/K/A JASON SINCLAIR, whose address is 1043 OAK MEADOWS RD, BIRMINGHAM, AL 352423362; 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 June 28, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 06-28-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, DOCUMENT 20060719000349430.

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 1043 OAK MEADOWS RD, 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 \$54,000.00 to \$86,913.00.

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 25, 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:

X MUMP TRUM SUI CLAN.
ANNIE L SINCLAIR

JASON W SINCI AIR

(5eal)

LENDER:

AMSOUTH BANK

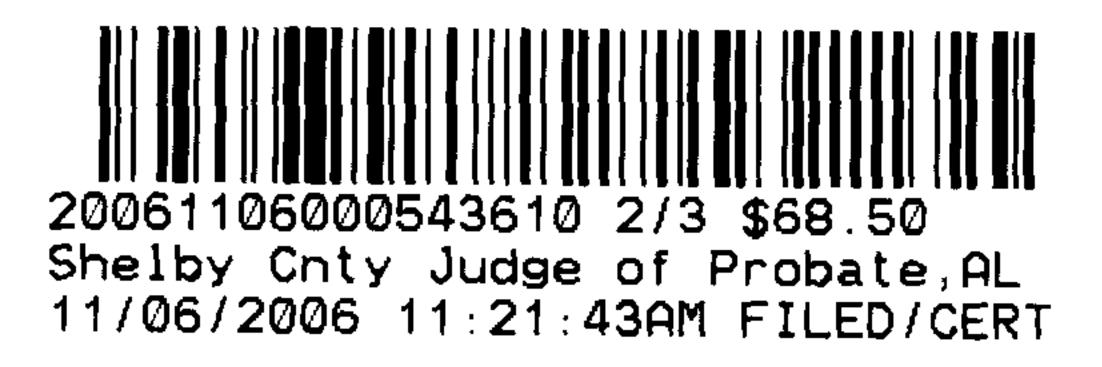
Authorized Signer

This Modification of Mortgage prepared by:

Name: Kevin Echols

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283



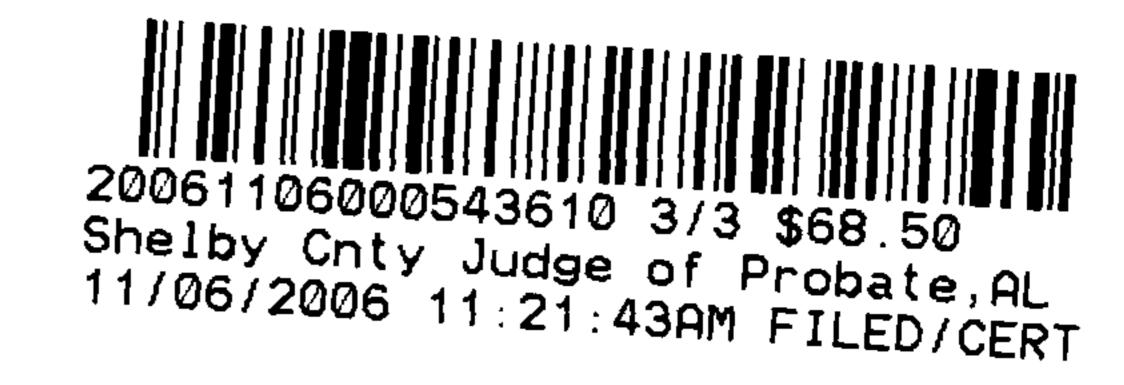
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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MUDAMA,	
COUNTY OF WILL)	
COUNTY OF WWW.	
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ANNIE L SINCLAIR and JASOI SINCLAIR, wife and husband, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me	
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 day of 20 UV .	
May Head Notary Public	
My commission expires 10/28/2015	
My commission expires 1010 100 1	
LENDER ACKNOWLEDGMENT	
$\int \int \int d^2 d^2 d^2 d^2 d^2 d^2 d^2 d^2 d^2 d^2$	
STATE OF WWWW.	
COUNTY OF SWELLOW	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	
Delace Frandon and who is known to	
acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and full authority, executed the same voluntarily for and as the act of said corporation.	with
Given under my hand and official seal this day of day of	
TAMUSTULTME	
Notary Public	
My commission expires $\frac{UUVUUU}{UVUUU}$	

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SCHEDULE "A"

LOT 16, ACCORDING TO THE SURVEY OF OAK MEADOW 1ST SECTOR AS RECORDED IN MAP BOOK 20, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1043 OAK MEADOWS RD