



STEELE, DONALD C AK

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

200629014190

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 20, 2006, is made and executed between DONALD C STEELE aka DONALD CARL STEELE JR, whose address is 2517 ELIZABETH DR, PELHAM, AL 35124 and LAURA L STEELE, whose address is 2517 ELIZABETH DR, PELHAM, AL 35124; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 2, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 1/16/2004 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABMA INST:20040116000031730 PGS:1-8 AND MODIFIED ON 7-7-2006 AND RECORDED 7/28/2006 INST:20060728000364760 PGS:1-3.

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 2517 ELIZABETH DR, PELHAM, AL 35124.

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 \$76,700 to \$89,320.

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 20, 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:

(Seal)

LENDER:

AMSOUTH BANK

(Seal)

This Modification of Mortgage prepared by:

Name: Deon Howard

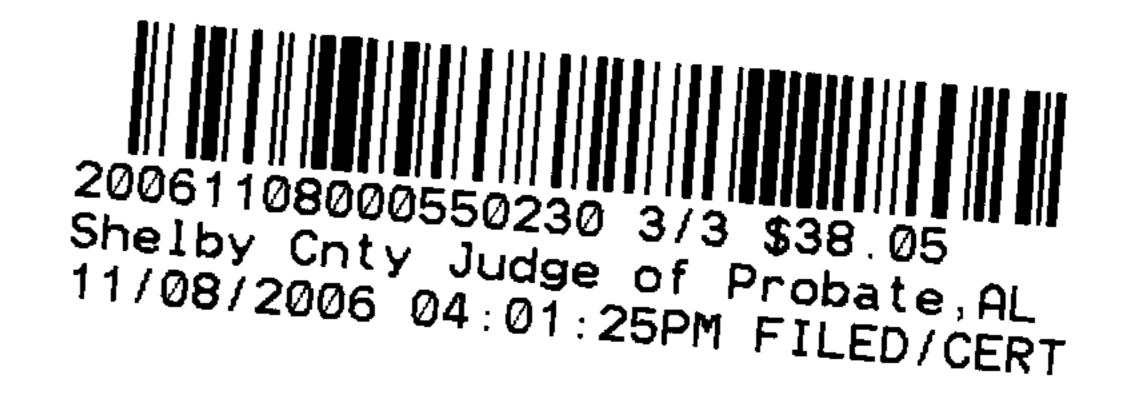
Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ALADAMA,	
COUNTY OF	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DONALD C STEELE and LAURA L STEELE, 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 20 day of October Lawl	1 Elizabeth Fliches Notary Public
My commission expires June 15, 2009	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama,	
) SS	
county of Shelby	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ambouth Banh 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 20 day of October	, 20 0 (<i>p</i> .
Carwly Elizabeth Flelotus Notary Public	
My commission expires JUN 15, 2009	

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20061108000550230 2/3 \$38.05 Shelby Cnty Judge of Probate, AL 11/08/2006 04:01:25PM FILED/CERT



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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 ROYAL OAKS 1 SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 17, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2517 ELIZABETH DR

PARCEL: 13-1-02-0-001-001-008