



ROLLO, JENNIFER B

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 25, 2006, is made and executed between JENNIFER B ROLLO, whose address is 106 SHIRE CIR, ALABASTER, AL 350078565 and THOMAS J ROLLO, whose address is 106 SHIRE CIR, ALABASTER, AL 350078565; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 601 Lakeshore Parkway, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 6, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09/14/2005 20050914000477160 8 PAGES IN SHELBY COUNTY.

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 106 SHIRE CIR, ALABASTER, AL 350070000.

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 \$26,500 to \$43,000.

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 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:

LENDER:

AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Angela Knight Address: P.O. BOX 830721

(Seal)

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

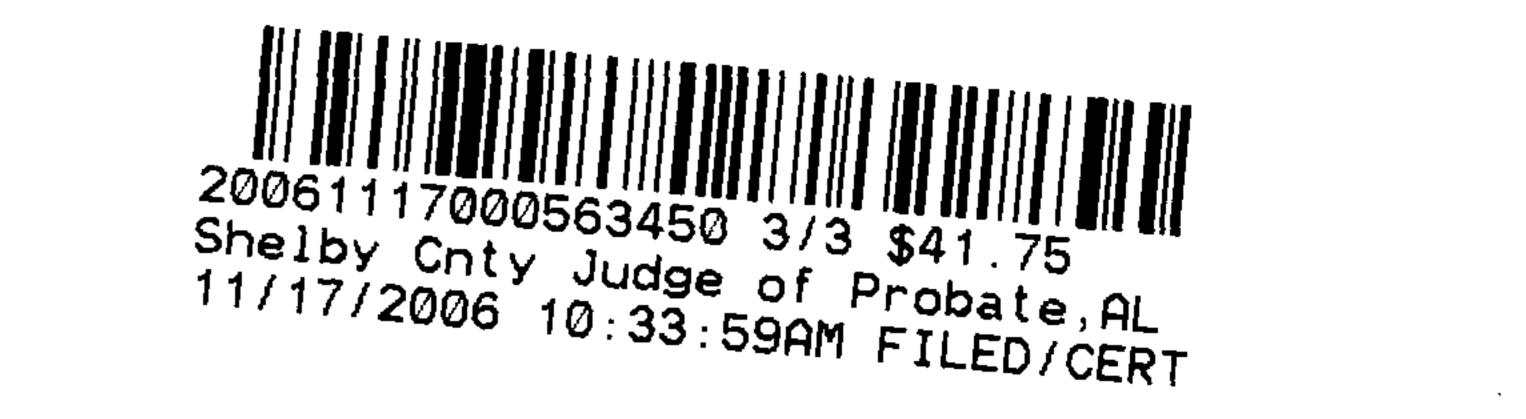
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Habama
country of Jefferson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JENNIFER B ROLLO and THOMAS ROLLO, wife and husband, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on the 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
MY COMMISSION EVENTS :
MY COMMISSION EXPIRES APRIL 22, 2009
LENDER ACKNOWLEDGMENT
STATE OF Habama,
COUNTY OF Jefferson
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that
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 wit full authority, executed the same voluntarily for and as the act of said corporation.
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Given under my hand and official seal this day of day of UUUW FULL
MY COMMISSION EXPIRES APRIL 22, 2009 My commission expires

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G3044912

SCHEDULE A

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

LOT 41, ACCORDING TO THE SURVEY OF SADDLE LAKE FARMS 2ND ADDN, PHASE 3-7, AS RECORDED IN MAP BOOK 29 PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 106 SHIRE CIR

PARCEL: 222042991030000