



ADAMS, ROBERT L

Record and Return To: Fiserv Landing Solutions 600A N JohnRodes Blvd MELBCURNE, FL 32934

20062900929950

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

130000058365 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 27, 2006, is made and executed between ROBERT L ADAMS, whose address is 125 INDIAN LANDING RD, PELHAM, AL 35124 and DEBRA ADAMS, A/K/A DEBRA C ADAMS; whose address is 125 INDIAN LANDING RD, 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 23, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 02/23/2004 20040223000089850 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 125 INDIAN LANDING ROAD, 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 \$20,000 to \$90,000.

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 27, 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.

GRANTOB

LENDER:

AMSOUTH BANK

(Seal)

(Seal)

This Modification of Mortgage prepared by:

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

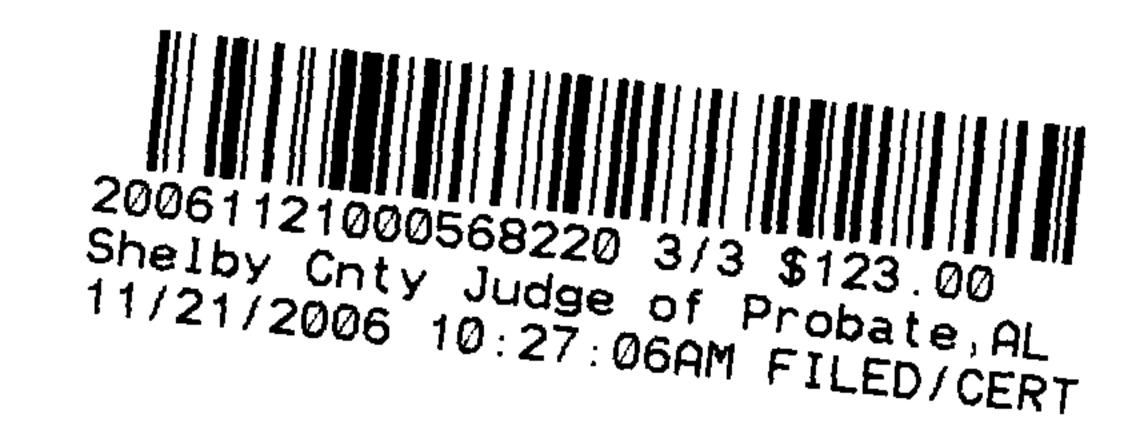
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

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STATE OF ALABOMA	
) SS
COUNTY OF Shelly	
I, the undersigned authority, a Notary Public in and for said county husband and wife, whose names are signed to the foregoing instrubeing informed of the contents of said Modification, they executed Given under my hand and official seal this	ment, and who are known to me, acknowledged before me on this day that,
	Notary Public
My commission expires $\frac{11-1-08}{}$	
wy Commission expires	
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STATE OF A A A	
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) SS
COUNTY OF SERENSE	
I, the undersigned authority, a Notary Public in and for said county is	in said state, hereby certify that
acknowledged before me on this day that, being informed of the confull authority, executed the same voluntarily for and as the act of same	ontents of said Modification of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of
WENDY JOHNSON NOTARY PUBLIC STATE OF ALABAMA AT LARGE My commission expires MY COMMISSION EXPIRES: DEC. 14, 2008	Motary Public



G3051894

SCHEDULE A

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

LOT 34, ACCORDING TO THE SURVEY OF INDIANCREEK, PHASE 3, AS RECORDED IN MAP BOOK 15 PAGE 74, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 125 INDIAN LANDING RD

PARCEL: 13-6-14-1-001-004-027