20061204000585780 1/3 \$89.50 Shelby Cnty Judge of Probate, AL 12/04/2006 11:09:36AM FILED/CERT

WHEN RECORDED MAIL TO:

Record and Return To: Fiser, Lending Solution: 600% N.JohnRodes Blv1

PETRUZELLA, JAMES M ME'BOURNE, FL 32974

20062411425270 30000146782

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2006, is made and executed between JAMES M PETRUZELLA, aka JAMES MICHAEL PETRUZELLA aka JAMES PETRUZELLA whose address is 7072 BRADSTOCK CT, BIRMINGHAM, AL 352427230 and DENIA C PETRUZELLA, aka DENIA PETRUZELLA aka DENIA A PETRUZELLA whose address is 7072 BRADSTOCK CT, BIRMINGHAM, AL 352427230; husband and wife (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 September 19, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 11-03-2003 IN SHELBY COUNTY INST # 20031103000730930 AMENDED 09-29-2005 AND RECORDED IN SHELBY COUNTY 10-21-2005 IN INST # 200581021000549580.

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 7072 BRADSTOCK CT, 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 \$175000 to \$220000.

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 NOVEMBER 1, 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

(Seal)

This Modification of Mortgage prepared by:

Name: Connie Stoves Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

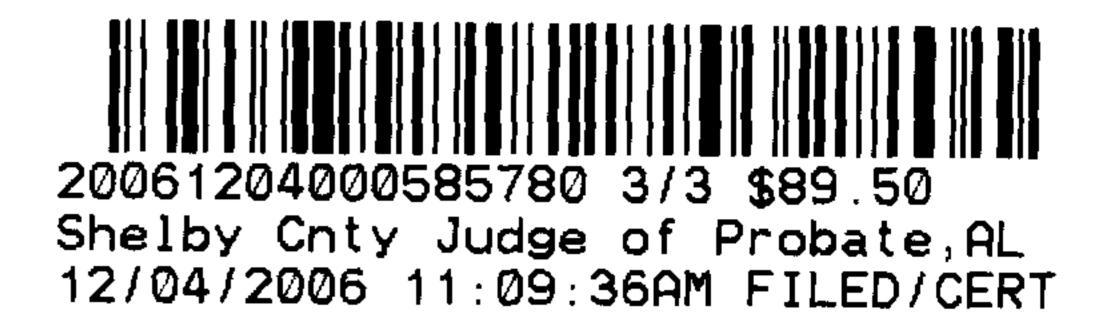
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF	
) SS
COUNTY OF	
PETRUZELLA, husband and wife, whose names are signed to	county in said state, hereby certify that JAMES M PETRUZELLA and DENIA A to the foregoing instrument, and who are known to me, acknowledged before me cation, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of NCV , $20C^{c}$.
	Bh Mah
	Notary Public
My commission expires	
IVIY CUITITIISSIUIT GAPITES	
LENDER ACKNOWLEDGMENT	
STATE OF	}
) SS
COUNTY OF 2600)
I, the undersigned authority, a Notary Public in and for said cour	unty in said state, hereby certify that Ah South Bank
	orporation, is signed to the foregoing Modification and who is known to me, he contents of said Modification of Mortgage, he or she, as such officer and with
acknowledged before me on this day that, being informed of the full authority, executed the same voluntarily for and as the act of	
Given under my hand and official seal this	day of $1\sqrt{2}$, 2006.
	15011/1/
	Notary Public
7-71-10	
My commission expires	

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G3253946

SCHEDULE A

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

LOT 40, ACCORDING TO THE SURVEY OF GREYSTONE, PHASE 2, AS RECORDED IN MAP BOOK 19 PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

.

KNOWN: 7072 BRADSTOCK CT

PARCEL: 038270007040000