

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600A N.JohnRodes Blvd WARNOCK, RANDALL E MELBOURNE, FL 32934

2006291452070

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1300093099 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 13, 2006, is made and executed between RANDALL E WARNOCK , whose address is 2582 ROYAL WAY, PELHAM, AL 351242618 and JACQUELINE WARNOCK , whose address is 2582 ROYAL WAY, PELHAM, AL 351242618; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1845 Crestwood Boulevard, Irondale, AL 35210 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 29, 2005 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 05-26-2005 IN INSTR# 20050526000256280.

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 2582 ROYAL WAY, PELHAM, AL 351240000.

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 \$60,000.00 to \$96,100.00.

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 NOVEMBER 13, 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:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Tracie Rainey

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

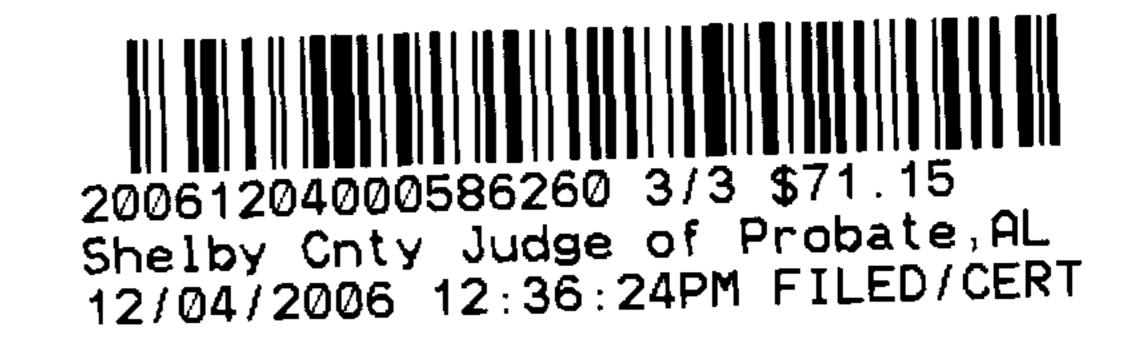
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA	
COUNTY OF JEFFELSON) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RANDALL E WARNOCK and JACQUELINE WARNOCK, 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	
My commission expires 4-28-2008	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF ABAMA)
COUNTY OF JEFFERSON) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dona Dona Broke Broke Experience Broke Broke Experience Broke	
	Z Human
My commission expires $4-28-2008$	Notary Public

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SCHEDULE A

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

LOT 31, ACCORDING TO THE SURVEY OF ROYAL OAKS THIRD SECTOR FIRST ADDITION, AS RECORDED IN MAP BOOK 8 PAGE 26, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 2582 ROYAL WAY

PARCEL: 131020001002027