

BRAZILL, JAMES H

Record and Return To Fisery Lending Solutions 600A N.JohnRodes 3lvd MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000242043

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 28, 2006, is made and executed between JAMES H BRAZILL, whose address is 5000 GREYSTONE WAY, BIRMINGHAM, AL 352426427 and SHARON M BRAZILL, whose address is 5000 GREYSTONE WAY, BIRMINGHAM, AL 352426427; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 2006 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

20061102000540920

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in JEFFERSON 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 5000 GREYSTONE WAY, 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 \$50000 to \$100000.

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 28, 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:

JAMES H BRAZILL

SHARON M BRAZILL

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

Name: Sheila F. Parker Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

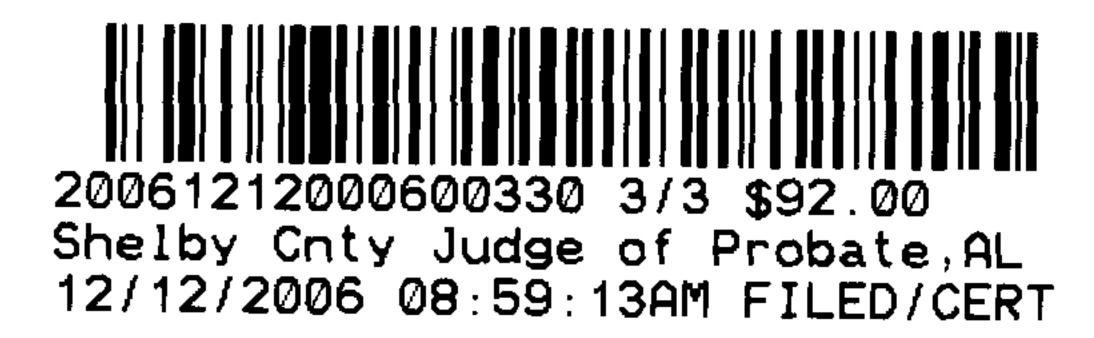
MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabani		
) SS	
county of Ship		
BRAZILL , husband and wife, whose names are signed	said county in said state, hereby certify that JAMES H BRAZILL and SHAR to the foregoing instrument, and who are known to me, acknowledged before if the fication, they executed the same voluntarily on the day the same bears date.	ON M me on
Given under my hand and official seal this	day of Nouther, 2006.	
	Notary Public	· · · · · · · · · · · · · · · · · · ·
MY COMMISSION EXPIRES OF	TOBER 15, 2008	
My commission expires		
LEND	ER ACKNOWLEDGMENT	
STATE OF Qlabama)	
STATE OF <u>Alabama</u>)) SS	
)) SS)	
) SS)	
COUNTY OF Shelb		
COUNTY OF Skelby	d county in said state, hereby certify that <u>المحرية الموالية الم</u>	me,
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and as the	d county in said state, hereby certify that Cine Role of the acorporation, is signed to the foregoing Modification and who is known to of the contents of said Modification of Mortgage, he or she, as such officer and	me,
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and as the	d county in said state, hereby certify that Cine Role of the acorporation, is signed to the foregoing Modification and who is known to of the contents of said Modification of Mortgage, he or she, as such officer and	me,
l, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed	d county in said state, hereby certify that Composition and who is known to a corporation, is signed to the foregoing Modification and who is known to of the contents of said Modification of Mortgage, he or she, as such officer and act of said corporation. day of	me,
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and as the Given under my hand and official seal this	d county in said state, hereby certify that Gran Robinson a corporation, is signed to the foregoing Modification and who is known to of the contents of said Modification of Mortgage, he or she, as such officer and act of said corporation. day of	me,
I, the undersigned authority, a Notary Public in and for said acknowledged before me on this day that, being informed full authority, executed the same voluntarily for and as the	d county in said state, hereby certify that Gran Robinson a corporation, is signed to the foregoing Modification and who is known to of the contents of said Modification of Mortgage, he or she, as such officer and act of said corporation. day of	me,

LASER PRO Lending, Ver. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-305514 PR-152



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SCHEDULE A

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

LOT 16, ACCORDING TO THE SURVEY OF GREYSTONE ST CHARLES AT, AS RECORDED IN MAP BOOK 16 PAGE 5, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 5000 GREYSTONE WAY

PARCEL: 03-8-33-0-002-001-016