



OAKES, KATHY C

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

20063311033080

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 28, 2006, is made and executed between KATHY C OAKES, whose address is 502 5 HWY, WILSONVILLE, AL 351866138; unmarried (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 5420 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 7, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 04-28-2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY 20060428000199760.

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 502 HIGHWAY 5, WILSONVILLE, AL 351860000.

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 \$10000 to \$16000.

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:** 

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer/

(Seal)

This Modification of Mortgage prepared by:

Name: Kyeshia Skinner

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

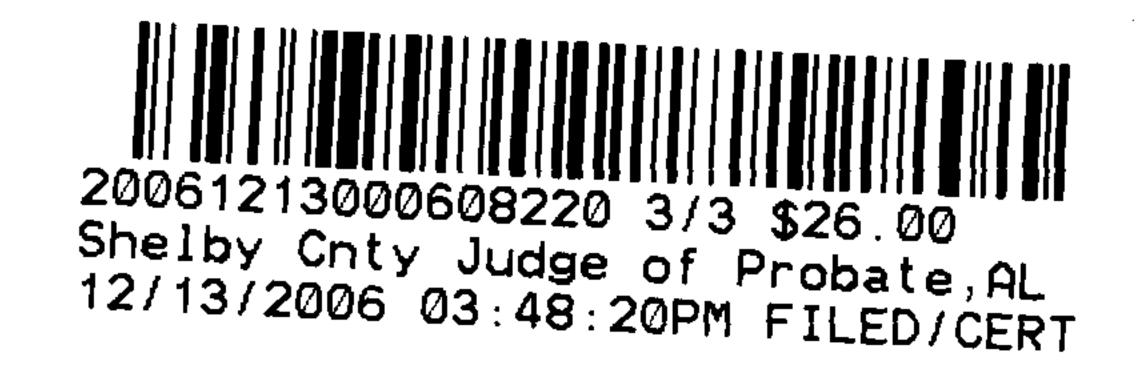
# MODIFICATION OF MORTGAGE (Continued)

Page 2

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF MADAMA	) ) SS
COUNTY OFShulbu	
is signed to the foregoing instrument, and who is known to me, ack said Modification, he or she executed the same voluntarily on the day	said state, hereby certify that KATHY C OAKES, unmarried, whose name knowledged before me on this day that, being informed of the contents of the same bears date.  Say of
MOTALY PUBLIC STATE OF ALABAMA AY LARDE MY COMMISSION EXPIRES: New 30, 2007  My commission expires BGMBD THRU NOTARY PUBLIC UNBERTAGE.	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF Wayna	) ) SS
COUNTY OF Melbig	1 1000 - 0 1000
I, the undersigned authority, a Notary Public in and for said county in a corporat	ion, is signed to the foregoing Modification and who is known to me,
full authority, executed the same voluntarily for and as the act of said	
Given under my hand and official seal this G	lay of 1000 mill 2000.  Notary Public
My commission expires (73/200)	

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## SCHEDULE "A"

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

A PARCEL OF LAND SITUATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON PIN FOUND LOCALLY ACCEPTED TO BE THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 659.19 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 89°34′58" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 1,765.92 FEET TO AN IRON PIN SET ON THE NORTHEAST RIGHT OF WAY LINE FOR A DISTANCE OF 592.23 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°44′12" AND A RADIUS OF 3,234.00 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHEAST RIGHT OF WAY LINE AND ALSO ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.59 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 96°36′25" FROM THE CHORD OF LAST STATED CURVE AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 529.62 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 90°00′00"AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 30.00 FEET TO AN IRON PIN FOUND ON THE NORTH LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 1,317.67 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINING 27.00 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RIGHTS OF WAY, AND RESERVATION OF MINERALS AND MINING RIGHTS OF RECORD. SUBJECT TO COVENANTS AND RESTRICTIONS SET OUT ON ATTACHED EXHIBIT A.

THE ABOVE DESCRIBED PROPERTY DOES NOT CONSTITUTE ANY PART OF THE HOMESTEAD OF GRANTOR OR GRANTOR'S SPOUSE, IF ANY.

ALSO CONVEYED IS A RIGHT OF FIRST REFUSAL TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY LYING ADJACENT TO THE ABOVE DESCRIBED PROPERTY:

COMMENCE AT AN IRON PIN FOUND LOCALLY ACCEPTED TO BE THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 16; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID ½-1/4 SECTION FOR A DISTANCE OF 659.19 FEET TO AN IRON PIN SET AND THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 89°34′58" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 1,765.92 FEET TO AN IRON PIN SET ON THE NORTHEAST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO.5; THENCE TURN LEFT AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID NORTHEAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 1 EAST; THENCE TURN LEFT AND RUN EAST ALONG THE SOUTH LINE OF SAID ½-1/4 SECTION TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTH LINE OF SAID ½-1/4 SECTION TO THE SOUTHEAST CORNER OF SAID ½-1/4 SECTION; THENCE TURN LEFT AND RUN NORTH ALONG THE EAST LINE OF SAID ½-1/4 SECTION TO THE POINT OF BEGINNING.

#### **EXHIBIT A**

### COVENANTS AND RESTRICTIONS

- 1. NO TRAILERS, TEMPORARY BUILDINGS, GARAGES OR OTHER BUILDINGS SHALL BE BUILT AND USED FOR RESIDENCE PURPOSED PRIOR TO THE COMPLETION OF A DWELLING ON SAID LOTS. ALL RESIDENCES SHALL BE SITE-BUILT HOMES. NO MOBILE HOMES, MODULAR HOMES OR MANUFACTURED HOMES ARE ALLOWED.
- 2. PROPERTY SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO COMMERCIAL USES ARE PERMITTED.

KNOWN: PARCEL:

502 HIGHWAY 5 205160000008001