RECORDATION REQUESTED BY:
COLONIAL BANK, N.A.
Meadow Brook
4705 Meadow Brook Rd
Birmingham, AL 35242

20061218000613930 1/3 $169.00
Shelby Cnty Judge of Probate,AL
12/18/2006 11:02:01AM FILED/CERT

WHEN RECORDED MAIL TO:
COLONIAL BANK, N.A.
400 North Tampa Suite 1200
Tampa, FL 33602

When recorded mail to:
First American Title Insurance
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: Recording Coordinators

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

10900694

THIS MODIFICATION OF MORTGAGE dated November 9, 2006, is made and executed between ALBERT JONES JR, AND PAMELA BANKS A/K/A PAMELA JONES, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, whose address is 1499 HIGHLAND LAKES TRAIL, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and COLONIAL BANK, N.A., whose address is 4705 Meadow Brook Rd, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 13, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

Mortgage dated 04/13/06 and recorded on 05/30/06 in INSTRUMENT NO 20060530000254670 IN SHELBY COUNTY ALABAMA RECORDS.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

EXHIBIT "A"

THIS IS THE HOMESTEAD PROPERTY OF THE ABOVE MENTIONED MORTGAGORS.

The Real Property or its address is commonly known as 1499 HIGHLAND LAKES TRAIL, BIRMINGHAM, AL 35242. The Real Property tax identification number is 092040003137000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Mortgage referenced above has been changed as follows

1) The just indebtedness in the original amount of $100,000.00 as a Closed End Bridge Loan and having a current outstanding principal balance of $100,000.00, shall remain as the same principal amount of $100,000.00 as a Closed End Note.

2) Interest rate and repayment schedule is further defined in the Promissory Note of even date herewith.

3) The Maturity Date of Mortgage shall also be extended to May 9, 2007.

This is the renewal, consolidation and modification of Promissory Note #8046995950 in the original principal amount of $100,000.00 of which Mortgage Tax has been previously paid in the amount of $150.00. A Mortgage Tax will be collected on the Modification in the amount of $150.00.

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 9, 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:

X _____ (Seal)
ALBERT JONES JR

X _____ (Seal)
PAMELA JONES

LENDER:

COLONIAL BANK, N.A.

X _____ (Seal)
Authorized Signer
Annette Von Deylen, SVP

This Modification of Mortgage prepared by:

Name: DONNA JOLICOEUR, RE 01 BR 10 LN #8046995950
Address: 400 North Tampa Street, Ste 1200
City, State, ZIP: Tampa, FL 33602

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

CHRISTY COTTON NOTARY PUBLIC ALABAMA STATE AT LARGE

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ALBERT JONES JR.** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th **day of** November, 20 06.

Christy Cotton
Notary Public

My commission expires 12-05-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

CHRISTY COTTON NOTARY PUBLIC ALABAMA STATE AT LARGE

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PAMELA JONES** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th **day of** November, 20 06.

Christy Cotton
Notary Public

My commission expires 12-05-07

LENDER ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Annette Von Deylen, SVP ~~a corporation~~, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7th **day of** December, 20 06.

Linda Sue Pearson
Notary Public

My commission expires

LINDA SUE PEARSON
Comm# DD0361439
Expires 10/10/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc
NOTARY PUBLIC STATE OF FLORIDA

LASER PRO Lending, Ver. 5.31.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - AL d:\APPS\CFI\LPL\G201.FC TR-7687 PR-124

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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 351, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 3RD SECTOR, PHASE V, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 24 PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS, ALL MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT NUMBER 1994-07111 AND AMENDED IN INSTRUMENT NUMBER 1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 3RD SECTOR, PHASE V, RECORDED AS INSTRUMENT NUMBER 1998-29633 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH TOGETHER WITH ALL AMENDMENTS THERETO IS HEREINAFTER COLLECTIVELY REFEERED TO AS, THE "DECLARATION").

Permanent Parcel Number: 09204000313700O
ALBERT JONES, JR. AND PAMELA BANKS, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

1499 HIGHLAND LAKES TRAIL, BIRMINGHAM AL 35242
Loan Reference Number : 8037182998/0110
First American Order No: 10700694
Identifier: FIRST AMERICAN LENDERS ADVANTAGE