

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lenging Solutions 600A N.JohnRodes Blvd

CAPPS, KEITH*

MELBOUFINE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000244501 20063331413480

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 6, 2006, is made and executed between KEITH CAPPS aka DONALD K CAPPS, whose address is 4029 MILNER WAY, BIRMINGHAM, AL 35242 and PAMELA D CAPPS, whose address is 4029 MILNER WAY, BIRMINGHAM, AL 35242; 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 November 7, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11/29/2006 IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA IN OR INSTRUMENT **#20061129000578190** .

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 4029 MILNER 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 \$75,000 to \$110,000.

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 DECEMBER 6, 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:

CAPPS

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

(Seal) Authorized Signer

This Modification of Mortgage prepared by:

Name: Deon Howard

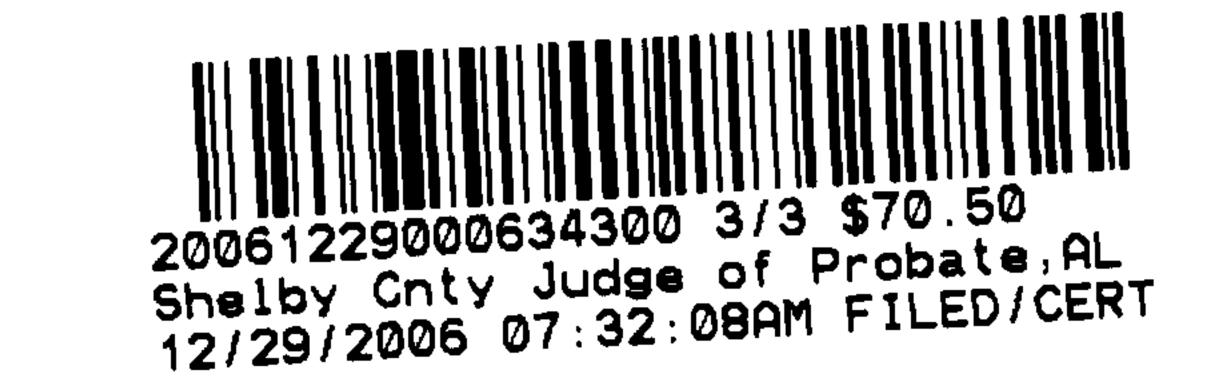
Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT 20061229000634300 2/3 \$70.50 Shelby Cnty Judge of Probate, AL 12/29/2006 07:32:08AM FILED/CERT STATE OF) SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KEITH CAPPS and PAMELA D CAPPS, 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 Notary Public SION EXPIRES OCTOBER 15, 2008 My commission expires LENDER ACKNOWLEDGMENT STATE OF) SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _______ 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 VIY COMMISSION EXPIRES OCTOBER 15, 2008 My commission expires

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-308571 PR-152

and the control of the company of the control of th



G3471989

SCHEDULE A

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

LOT 124, ACCORDING TO THE SURVEY OF GREYSTONE FARMS MILNERS CRESCENT, PHASE 2, AS RECORDED IN MAP BOOK 21 PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4029 MILNER WAY

PARCEL: 03-8-33-0-007-012-000