



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

071100127299 20043331445500

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 23, 2006, is made and executed between MARK FRECHETTE aka MARK A FRECHETTE, whose address is 4224 ASHINGTON DR, BIRMINGHAM, AL 352425838 and CHARLENE FRECHETTE aka CHARLENE J FRECHETTE, whose address is 4224 ASHINGTON DR, BIRMINGHAM, AL 352425838; 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 June 4, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 07-01-2004 AS SHELBY COUNTY INSTRUMENT # 20040701000364510. MODIFIED 08-10-2004 AND RECORDED 08-23-2004 AS SHELBY COUNTY INSTRUMENT # 20040823000470300.

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 4224 ASHINGTON DR, 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 \$100,000.00 to \$223,000.00.

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 DECEMBER 23, 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:

(Seal)

LENDER:

REGIQNS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

This Modification of Mortgage prepared by:

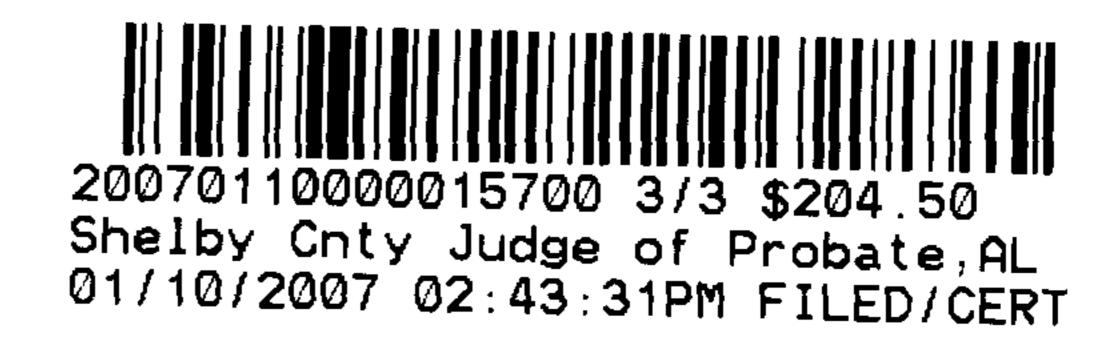
Name: Megan Choate Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT	
	20070110000015700 2/3 \$204.50 Shelby Cnty Judge of Probate,AL
STATE OF TIGULATION)	01/10/2007 02:43:31PM FILED/CERT
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COUNTY OF SIE 100	
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	MARK FRECHETTE and CHARLENE
FRECHETTE, husband and wife, whose names are signed to the foregoing instrument, and who are	
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 day of day of	<u>, 20 UQ</u> .
	L'ALUN
NOTARY COMMISSION EXPIRES OCTOBER 30, 2010	Notary Public
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Alabama	
STATE OF Alabama	
STATE OF Alabama COUNTY OF Shelby 1	
STATE OF Alabama COUNTY OF Shelby 1	Sina Paberson
STATE OF Alabama) SS COUNTY OF Shellow 1, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that a corporation, is signed to the foregoing	Oina Poberson Modification and who is known to me,
STATE OF Alabama SS COUNTY OF Shellow Signed authority, a Notary Public in and for said county in said state, hereby certify that of the contents of said Modification of Modification o	Modification and who is known to me, rtgage, he or she, as such officer and with
STATE OF Addama) SS COUNTY OF Should SS 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 acknowledged before me on this day that, being informed of the contents of said Modification of Mofull authority, executed the same voluntarily for and as the act of said corporation.	Modification and who is known to me, rtgage, he or she, as such officer and with
STATE OF Alabama SS COUNTY OF Shellow Signed authority, a Notary Public in and for said county in said state, hereby certify that of the contents of said Modification of Modification o	Modification and who is known to me, rtgage, he or she, as such officer and with
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SCHEDULE A

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

LOT 231, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 6 SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 15 PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 4224 ASHINGTON DR

PARCEL: 03-9-29-0-002-002-047