



NAISH, SHANE AKA NA

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070499822742

MODIFICATION OF MORTGAGE

A/K/A BENJAMIN S. NAISH
THIS MODIFICATION OF MORTGAGE dated January 9, 2007, is made and executed between SHANE NAISH, AKA SHANE NAISH, whose address is 313 CEDAR HILL DR, BIRMINGHAM, AL 352423178; JENNIFER K NAISH, whose address is 313 CEDAR HILL DR, BIRMINGHAM, AL 352423178; 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 July 3, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 07-22-02 INST # 20020722000341120 MOD RECORDED IN SHELBY COUNTY RECORDED DATE 07-30-04 INST # 20040730000425660.

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 313 CEDAR HILL DRIVE, 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 \$25000 to \$67400.

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 JANUARY 9, 2007.

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.

JENNIFER K NAISH

GRANTOR:

STAIRE MAIST

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

_(Seal)

This Modification of Mortgage prepared by:

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

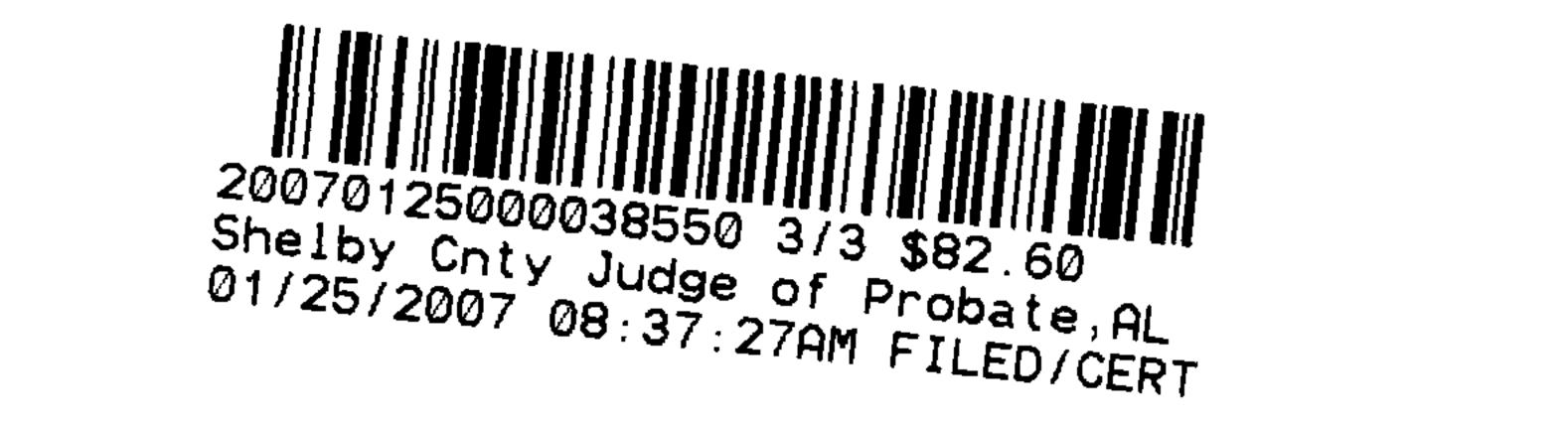
City, State, ZIP: BIRMINGHAM, AL 35283



MODIFICATION OF MORTGAGE (Continued)

INDIN	VIDUAL ACKNO	DWLEDGMENT	
STATE OF alabama)		
) SS		
COUNTY OF Shelby			
	oregoing instrument, an	ate, hereby certify that SHANE NAISH and JENNIFER K NAISH and who are known to me, acknowledged before me on this day the voluntarily on the day the same bears date.	
Given under my hand and official seal this	day of	January 2007. J. L. Carrer	
NOTARY COMMISSION EXP	IRES OCTOBER 30, 2010	Notary Public	
My commission expires			
LE	NDER ACKNOW	VLEDGMENT	· · ·
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STATE OF Alabams	}		
) SS		
COUNTY OF Shell	1		
		$lack{\Lambda}$	
CTING KODUSON	a corporation, is s	ate, hereby certify that AMSO AMBOUNDED signed to the foregoing Modification and who is known to n f said Modification of Mortgage, he or she, as such officer and w	ne.
full authority, executed the same voluntarily for and as			ITN
Given under my hand and official seal this $\underline{\mathcal{H}}$		January, 2007.	
		J-W-aruer	
NOTARY COMMISSION EXPIRES	OCTORER 20 2010	Notary Public -	
My commission expires			

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H011FFPL

SCHEDULE A

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

LOT 27, ACCORDING TO THE SURVEY OF CEDARS 2 SECTOR, AS RECORDED IN MAP BOOK 25 PAGE 135, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 313 CEDAR HILL DR

PARCEL: 09-3-07-0-009-027-000