

WHEN RECORDED MAIL TO:



Record and Return To: Fisery Lending Solutions 600A N.JohnRodes Blvd CAREY III, EDWARD C MELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

30000182876 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 25, 2007, is made and executed between EDWARD C CAREY III, whose address is 1008 KING STABLE CIRCLE, BIRMINGHAM, AL 35242; LUCY M CAREY, whose address is 1008 KING STABLE CIR, BIRMINGHAM, AL 35242; husband and wife (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 21, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 5-11-2006 IN THE JUDGE OF PROBATE COURT FOR SHELBY COUNTY, ALABAMA IN INSTRUMENT # 20060511000222560.

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 1008 KING STABLE CIR, BIRMINGHAM, AL 35242.

MOD!FICATION. 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 \$59,000.00 to \$120,000.00.

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 JANUARY 25, 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.

GRANTOR:

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

Authorized Signer

(Seal)

This Modification of Mortgage prepared by:

Name: Donna Heigh

Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

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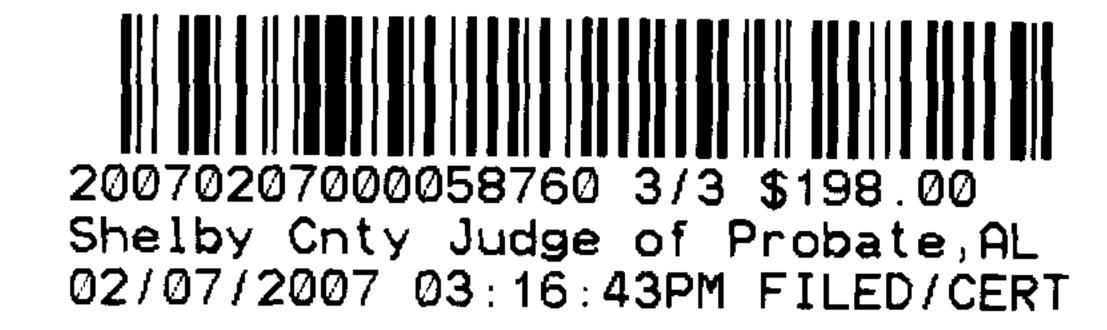
MODIFICATION OF MORTGAGE (Continued)

20070207000058760 2/3 \$198.00 Shelby Cnty Judge of Probate, AL 02/07/2007 03:16:43PM FILED/CERT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILCOLOTTA	
COUNTY OF Shelion) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that EDWARD C CAREY III and LUCY M CAREY, 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 Application they executed the same voluntarily on the day the same bears date.	
Giver and in mand and official soul tims	Millia Medrick Notary Public
My commission expires 10-5-2010	
LENDER ACKNOWLEDGMENT	
STATE OF Mahama	
COUNTY OFSVOLDY) SS)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Vicki M. Heart Common 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 this25	day of January, 2007.
MOTARY PUBLIC STATE OF ALABAMA AT LAMP COMMISSION EXPIRES: New 10, 2 My commission expires DONDED THRU NOTARY PUBLIC LINDERWR	

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H030FK8Z

SCHEDULE A

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

LOT 2, ACCORDING TO THE SURVEY OF GREYSTONE, 1ST SECTOR,, PHASE 4, AS RECORDED IN MAP BOOK 16 PAGE 63, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1008 KING STABLES CIR