RECORDATION REQUESTED BY:

Cómpass Bank BHAM LEEDS

637 PARKWAY DRIVE NORTHWEST

LEEDS, AL 35094

20070221000079470 1/3 \$47.00 Shelby Cnty Judge of Probate, AL 02/21/2007 12:29:54PM FILED/CERT

WHEN RECORDED MAIL TO:

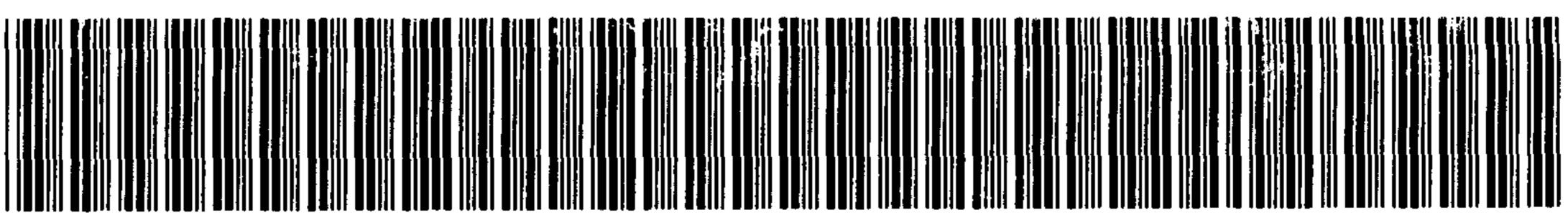


Record and Return To: Fisery Lending Solutions 600A N.JohnRo Jes Blvd MELBOURNE, 1-L 32934

NELSON, JOE E

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



07700004355760000186454TSYS0740

THIS MODIFICATION OF MORTGAGE dated January 8, 2007, is made and executed between JOSEPH E NELSON AND SPOUSE, RAMONA C NELSON, WHOSE ADDRESS IS 2545 MARCAL RD BIRMINGHAM AL 35244 (referred to belign as "Grantor") and Compass Bank, whose address is 637 PARKWAY DRIVE NORTHWEST, LEEDS, AL 35094 (referred to below as "Lender").

MORTGAGE, Lender and Grantor have entered into a Mortgage dated November 12, 2003 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 12/1/2003, INSTRUMENT/FILM NUMBER 200312010000776930, JUDGE OF PROBATE OF SHELBY COUNTY.

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

See Attached Schedule A

The Real Property or its address is commonly known as 2545 MARCAL ROAD, BIRMINGHAM, AL 35244.

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

The original Mortgage, Deed of Trust, or Security Deed referenced above secures a home equity revolving line of credit. The \$80,000.00 principal amount of the line of credit secured by the original Mortgage, Deed of Trust or Security Deed is changed to \$100,000.00 and this change in the principal amount is evidenced by a Credit Agreement executed by some or all of the Grantors and dated the same date as this Modification. The Credit Agreement executed with this Modification and this Modification do not change the maturity date of the original Mortgage, Deed of Trust, or Security Deed.

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.

ERRORS AND OMISSIONS. The parties agree agrees that if deemed necessary by Lender or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Lender or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days of the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment," which must be in writing and signed by the party that will be bound by the change.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument, (a "Proceeding") shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by or against Lender, each of the other parties hereto, to the fullest extent permitted by law: (i) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Lender may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Lender to be necessary in order to fully enforce or exercise any right or remedy of Lender relating to this loan including without limitation realization upon collateral that secures this loan.

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 8, 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.

RAMONA C NELSON

GRANTOR:

(Seal)

LENDER:

COMPASS BANK

Authorized Signer

WILLIAM BULLARDY

MODIFICATION OF MORTGAGE (Continued)

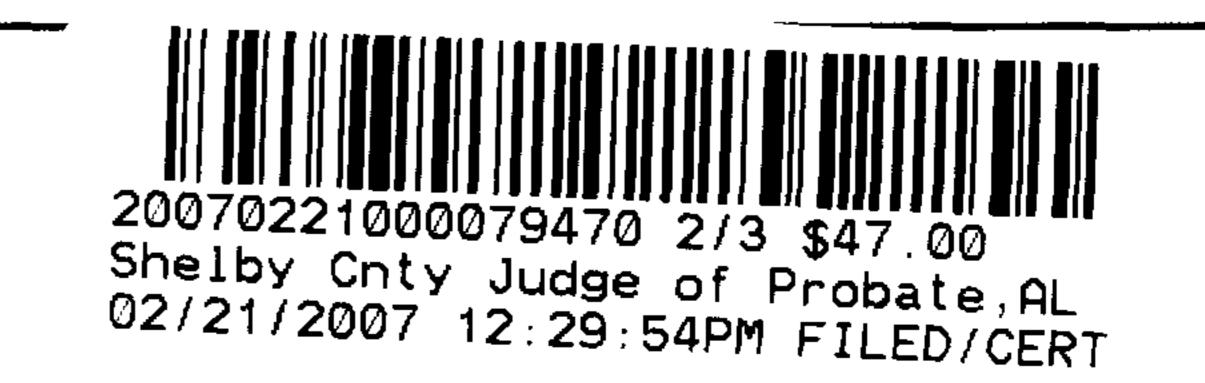
Loan No: 4355760000186454

Page 2

This Modification of Mortgage prepared by:

Name: GEORGIA HALE, Document Preparer Address: P.O. Box 10343

City, State, ZIP: Birmingham, AL 35203



INDIVIDUAL ACKNOWLEDGMENT **STATE OF** SS COUNTY OF I, the undersigned authority, a Notary Public in and for sale hounty in said state, hereby certify that JOE E NELSON and NAMONA C NELSON, 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 . 20 day of Notary Public 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 day of **Notary Public** My commission expires

LASER PRO Lending, Ver. 5.29.00.102 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL L:\CFI\LPL\G201.FC TR-67163780 PR-74

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SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

PART OD THE SW 14 OF THE SE 14 AND ALSO A PART OF THE SE 14 OF THE SE 14 OF SECTION 16 TOWNSHIP 19 SOUTH, OF RANGE 2 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 16; THENCE IN A WESTERLY DIRECTION, AND ALONG THE NORTH LINE OF SAME FOR A DISTANCE OF 220 FEET; THENCE TURN AN ANGLE TO THE LEFT 49 DEGREES 38 MINUTES IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 25.02 FEET, THENCE TURN AN ANGLE TO THE LEFT OF 80 DEGREES 46 MINUTES IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 150 FEET: THENCE TURN AN ANGLE TO THE RIGHT OF 30 DEGREES 46 MINUTES IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 247.63 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 92 DEGREES 24 MINUTES IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE IF 30.03 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 87 DEGREES 36 MINUTES IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 250.11 FEET TO THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE TURN AN ANGLE TO THE LEFT OF 19 DEGREES 32 MINUTES IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 144.68 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 101 DEGREES 50 MINUTES IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 147.21 FEET: THENCE TURN AN ANGLE TO THE RIGHT OF 9 DEGREES 50 MINUTES AND CONTINUE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 106.86 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 82 DEGREES 33 MINUTES IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 139.24 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 18 MINUTES IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 216.75 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 10-5-16-0-005-063-000

PROPERTY ADDRESS: 2545 MARCAL RD

