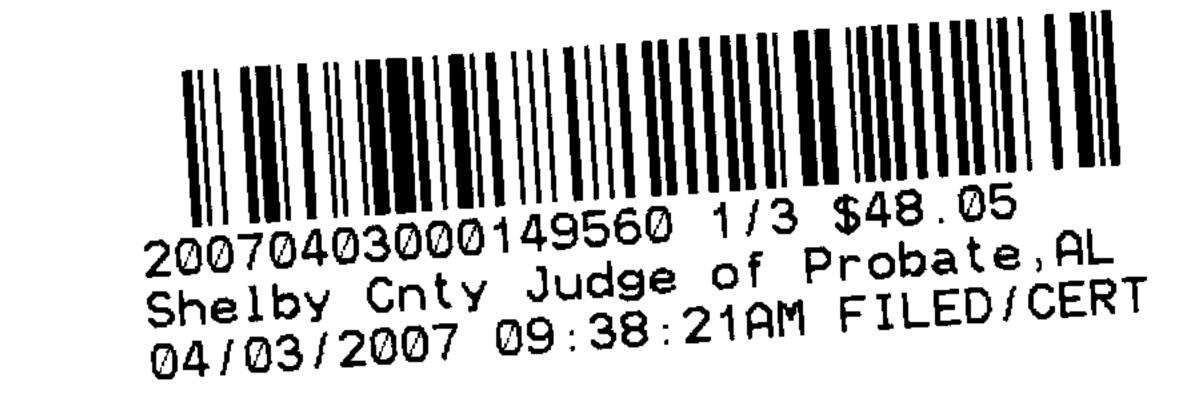
RECORDATION REQUESTED BY:

Conwass Bank BHAM PELHAM 3080 PELHAM PLAZA, HWY 31 SO PELHAM, AL 35124



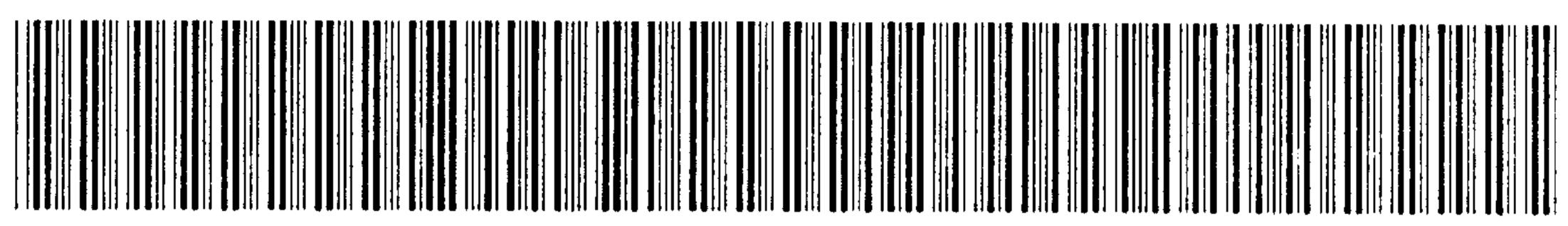
WIEHL, MICHAEL J

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



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



07700004355760000931628TSYS0740

THIS MODIFICATION OF MORTGAGE dated March 16, 2007, is made and executed between MICHAEL J WIEHL AND SPOUSE, KATHERINE WIEHL, WHOSE ADDRESS IS 148 WEATHERLY WAY PELHAM, AL 35124 (referred to below as "Grantor") and Compass Bank, whose address is 3080 PELHAM PLAZA, HWY 31 SO, PELHAM, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 12, 2005 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 9/15/2005, INSTRUMENT/FILM NUMBER 20050915000479360, SHELBY COUNTY JUDGE OF PROBATE.

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 148 WEATHERLY WAY, PELHAM, AL 35124.

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 \$67,300.00 principal amount of the line of credit secured by the original Mortgage, Deed of Trust or Security Deed is changed to \$88,000.00 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 MARCH 16, 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.

(Seal)

LENDER:

GRANTOF

COMPASS BANK

(Seal)

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4355760000931628

This Modification of Mortgage prepared by:

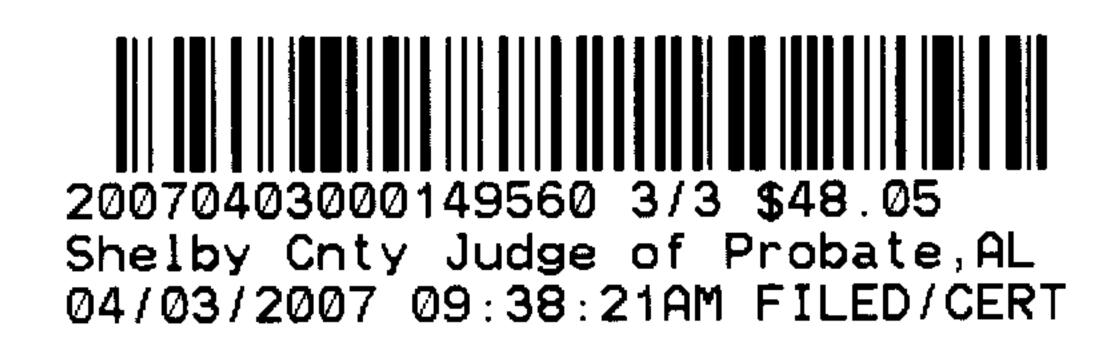
Name: GEORGIA HALE, Document Preparer Address: P.O. Box 10343
City, State, ZIP: Birmingham, AL 35203

City, State, ZIP: Birmingham, AL 35203 INDIVIDUAL ACKNOWLEDGMENT SS COUNTY OF I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL J WIEHL and KATHERINE WIEHL, 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** MAY COMMISSION ENPIRES JUNE 14, 2009 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. day of Given under my hand and official seal this **Notary Public** My commission expires

LAGER PRO Lending, Ver. 5,29 00,102 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL E:\CFI\LPL\G201.FC TR-67283440 PR-74

20070403000149560 2/3 \$48.05 Shelby Cnty Judge of Probate, AL 04/03/2007 09:38:21AM FILED/CERT



SCHEDULE A

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

LOT 155, ACCORDING TO THE SURVEY OF WEATHERLY, SECTOR 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73, IN THE PROBATE OF SHELBY COUNTY, ALABAMA.

ALSO:

A PART OF THE LOT 156, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 156- WEATHERLY, SECTION 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73, A, B & C, SHELBY COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY ALONG THE WEST BOUNDARY LINE OF SAID LOT 156 FOR AN ARC DISTANCE OF 32.0 FEET; THENCE RUN SOUTH 24° 33' 49" EAST FOR 93.63 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 156; THENCE RUN NORTH 43° 00' 59" WEST FOR 100.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

BEGIN AT THE NORTHEAST CORNER OF LOT 155- WEATHERLY, SECTION 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73, A, B & C, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 43° 00′ 59" WEST ALONG THE NORTHERLY PROPERTY LINE OF LOT 155 FOR 100.0 FEET; THENCE RUN NORTH 25° 38′ 21" EAST FOR 106.93 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF SAID LOT 155; THENCE RUN NORTH 43° 19′ 08" EAST ALONG SAID PROPERTY LINE FOR 32.0 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 14-9-29-0-000-001-008

PROPERTY ADDRESS: 148 WEATHERLY WAY