20070406000159760 1/3 \$80.75 Shelby Cnty Judge of Probate, AL 04/06/2007 03:49:20PM FILED/CERT

WHEN RECORDED MAIL TO:

Record and Return To: Fivery Lending Solutions 6 JOA N.JohnRodes B.vd

BRANNON, JOHN W

1/1ELBOURNE, FL 32934

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000054547

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 23, 2007, is made and executed between JOHN W BRANNON, whose address is 1453 SECRETARIAT DR, HELENA, AL 350804138; SANDRA A BRANNON, A/K/A SANDRA ALLEN BRANNON, whose address is 1453 SECRETARIAT DR, HELENA, AL 350804138; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 2228 Pelham Parkway, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 21, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 12-12-03, SHELBY COUNTY, INST# 20031212000802400.

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 1453 SECRETARIAT DRIVE, HELENA, AL 350804138.

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 \$38000 to \$80500.

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 MARCH 23, 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:

X / / / / / / / / / / / (Seal)
JOHN W BRANNON

MIDDA A BRANNICKI (Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

This Modification of Mortgage prepared by:

Name: Nicci Ragland Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

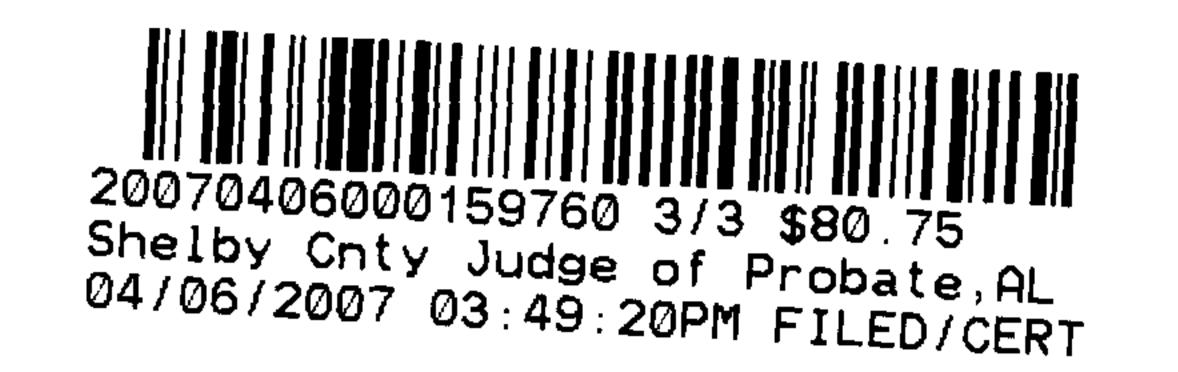
MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL	
SIAIE UF	
county of helpy) SS
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN W BRANNON and SANDRA A BRANNON, 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 23	day of March, 2007.
My commission expires $\frac{1}{9/20}$	Notary Public
LENDER ACKNOWLEDGMENT	
STATE OF)
\sim 11) SS
COUNTY OF Shelf	
	L_{α} , $\{ \}$
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 23	day of MWWh 1201.
	My White
My commission expires 1/9/201/	

LASER PRO Lending, Ver. 5.35.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - AL. D:\SYSAPPS\LASERPRO\CFI\LPL\G201.FC TR-329310 PR-152



H087A342

SCHEDULE A

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

LOT 37, ACCORDING TO THE SURVEY OF DEARING DOWNS 6 ADDITION, PHASE 2, AS RECORDED IN MAP BOOK 11 PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1453 SECRETARIAT DR

PARCEL: 13-7-26-2-001-002-069