

WHEN RECORDED MAIL TO:



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MODIFICATION OF MORTGAGE to correct legal description only**

THIS MODIFICATION OF MORTGAGE dated January 26, 2006, is made and executed between DAVID PAISLEY AKA WILLIAM D PAISLEY, whose address is 1109 HAVEN RD, BIRMINGHAM, AL 35242 and LARRY D WALKER, whose address is 1109 HAVEN RD, BIRMINGHAM, AL 35242; both unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 9178 Parkway East, Birmingham, AL 35206 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 23, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 10/07/2004 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE INSTRUMENT NUMBER 20041007000555230.

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

SEEXHIBIT XXX WHICH SALTACTER TO THE TANGET THE TOTAL AND THE TANGET TO THE TANGET TO THE TANGET TO THE TANGET TO THE TANGET THE TANGET TO THE

The Real Property or its address is commonly known as 1109 HAVEN RD, BIRMINGHAM, AL 35242.

**SEE EXHIBIT "A"

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 \$373,000.00 to \$400,000.00.

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 26, 2006.

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:

AMSOUTH BANK

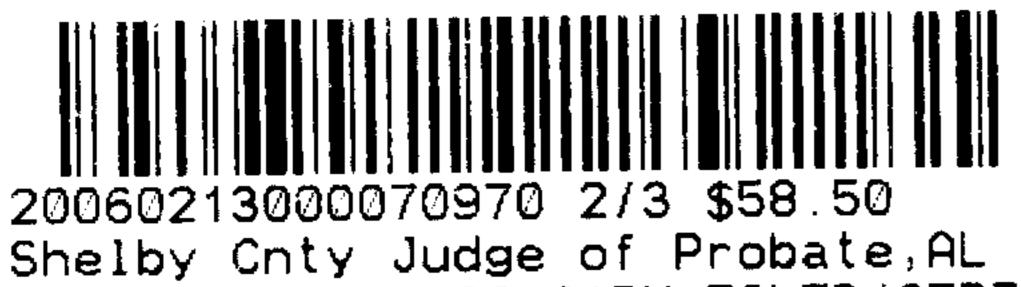
(Seal)

This Modification of Mortgage prepared by:

Name: BEN HUDSON Address: P.O. BOX 830721

(Seal)

City, State, ZIP: BIRMINGHAM, AL 35283

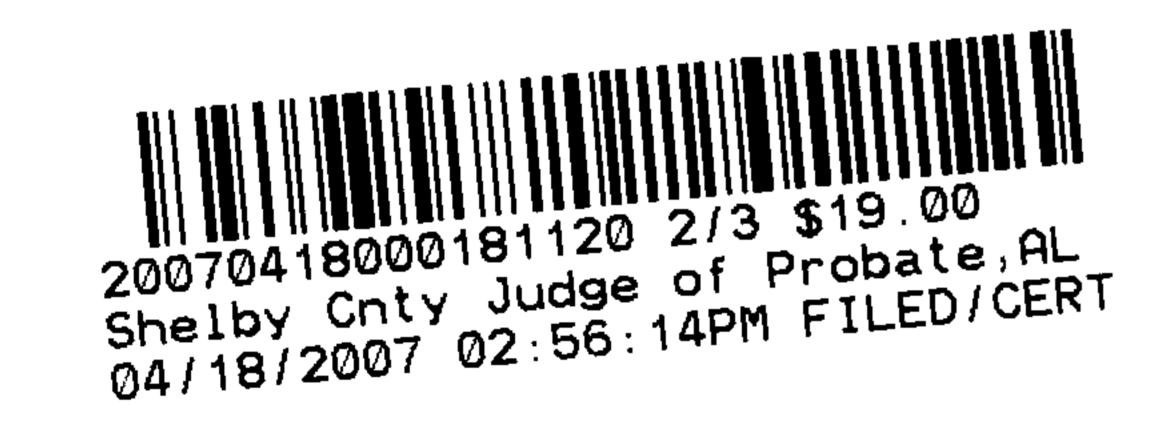


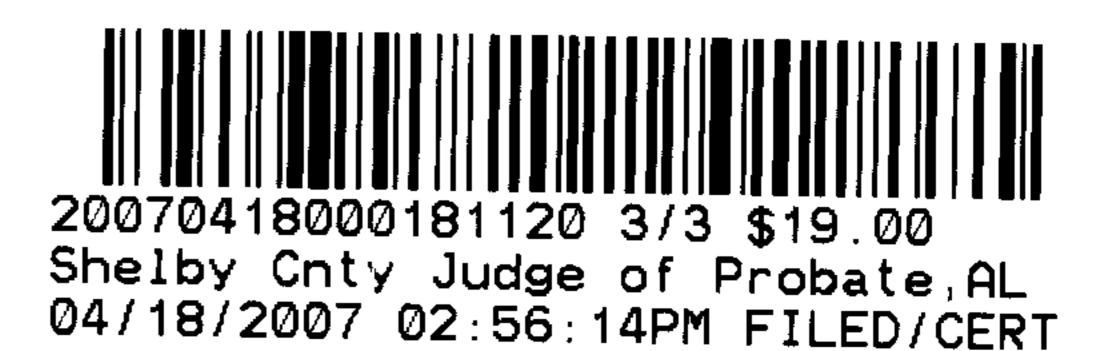
20060213000070970 2/3 \$58.50 Shelby Cnty Judge of Probate,AL ——— 02/13/2006 12:24:41PM FILED/CERT

MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT
STATE OF MANAGED ,
COUNTY OF
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID PAISLEY and LARRY D WALKER both unmarried, 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 day of
My commission expires 400 / 7,5009
LENDER ACKNOWLEDGMENT
STATE OF MANAWAY
COUNTY OF PROCESSY)
the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Manne Manne
My commission expires Commission Expires, February 18, 2008

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Lot 47, according to the Survey of The Haven at Greystone 1st Sector, as recorded in Map Book 31, page 47, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Easements as shown by recorded map; (3) Sinkhole prone areas as shown by recorded map. Said map recorded in Map Book 31, page 47, in the Probate Office of Shelby County, Alabama; (4) Mineral and mining rights and rights incident thereto, release of damages, reservations, restrictions and limitations recorded in Deed Book 121, page 294, Deed Book 243, page 828 and Real 261, page 494, in the Probate Office of Shelby County, Alabama; (5) Covenants and agreement for water service recorded in Real 235, page 574, in the Probate Office of Shelby County, Alabama; (6) Declaration of Watershed Protective Covenants appearing of record in Instrument 2000-17644 and assignment and assumption recorded in Instrument 2000-20625, in the Probate Office of Shelby County, Alabama; (7) Mineral and mining rights and rights incident thereto, release of damages, reservations, restrictions and limitations recorded in Instrument 20021003000479590, in the Probate Office of Shelby County, Alabama; (8) Declaration of Protective Covenants appearing of record in Instrument 1999-50995, First Amendment recorded in Instrument 2000-4911, Second Amendment recorded in Instrument 2000-34390, Third Amendment recorded in Instrument 2000-40197, Fourth Amendment recorded in Instrument 2001-16407, Fifth Amendment recorded in Instrument 2001-48193, Sixth Amendment recorded in Instrument 20020823000401390, Seventh Amendment recorded in Instrument 20021003000479580, Eighth Amendment recorded in Instrument 20030220000107790, Ninth Amendment recorded in Instrument 20030424000253400, in the Probate Office of Shelby County, Alabama; (9) Ground lease recorded in Real 355, page 880; amended by Instrument 1992-4726; further amended by Instrument 1993-3119 and last amended by Instrument 1999-12257, in the Probate Office of Shelby County, Alabama; (10) Easement for Alabama Power recorded in Real 133, page 551, Deed Book 246, page 848 and Real 142, page 188, in the Probate Office of Shelby County, Alabama; (11) Reciprocal Easement Agreement recorded in Instrument 2001-38396, in the Probate Office of Shelby County, Alabama; (12) Restriction as shown on Map Book 31, page 47, in the Probate Office of Shelby County, Alabama; (13) Easement recorded in Instrument 2004/1560, in the Probate Office of Shelby County, Alabama.