

WHEN RECORDED MAIL TO:



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MCKINNEY, KENNETH R

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130000174599

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 10, 2007, is made and executed between KENNETH R MCKINNEY, whose address is 2910 MORGAN RD APT#:138, BESSEMER, AL 350226484; JUDY MCKINNEY, whose address is 111 PRESCOTT CIR, HELENA, AL 350807838; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 1290 Greenmor Drive SE, Bessemer, AL 35022 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 7, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

4-28-2006 INSTR: 20060428000199830

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 111 PRESCOTT CIRCLE, HELENA, AL 350800000.

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 \$100000 to \$200000.

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 MAY 10, 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:

KENNETH R MCKINNEY (Seal)

JUDY MCKINNEY

(Seal)

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

X______(Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LaQuetta Smoot Address: P.O. BOX 830721

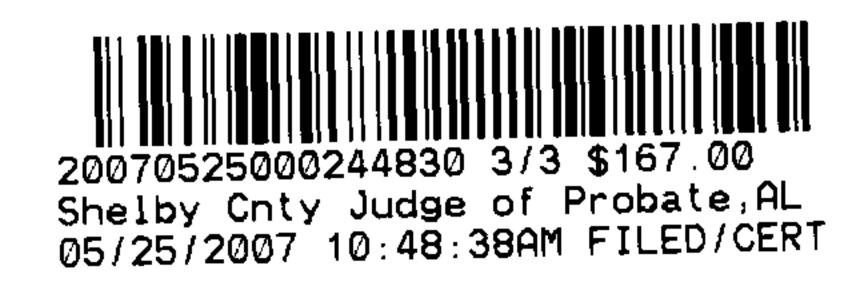
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

| STATE OF <u>Clabana</u>) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|) SS |
| COUNTY OF DEFLOCION |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KENNETH R MCKINNEY and JUDY MCKINNEY, 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 |
| My commission expires MY COMMISSION EXPIRES DECEMBER 4, 2009 |
| |
| LENDER ACKNOWLEDGMENT |
| STATE OF alabama |
|) SS |
| COUNTY OF Deffer on |
| I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that |
| Notary Public |



SCHEDULE "A"

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

LOT 2, ACCORDING TO THE FINAL PLAT OF PRESCOTT PLACE, AS RECORDED IN MAP BOOK 33, PAGE 126, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 111 PRESCOTT CIR.