

WHEN RECORDED MAIL TO:

Regions Bank, doing business as AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283



20070831000412770 1/6 \$59.00
Shelby Cnty Judge of Probate, AL
08/31/2007 02:28:47PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

130000150428
20063380812230

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 8, 2007, is made and executed between **DAVID R GULLEDGE**, whose address is **365 SKY RDG, CHELSEA, AL 350438154** and **JULIE GULLEDGE**, whose address is **365 SKY RDG, CHELSEA, AL 350438154**; husband and wife (referred to below as "Grantor") and **Regions Bank, doing business as AmSouth Bank**, whose address is **200 Corporate Ridge North, Birmingham, AL 35242** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 10, 2006 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 1/25/06 IN INSTR# 20060125000041000.

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 **365 SKY RDG, CHELSEA, AL 350438154.**

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 \$650,000 to \$672,000.

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 endorser 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 8, 2007.

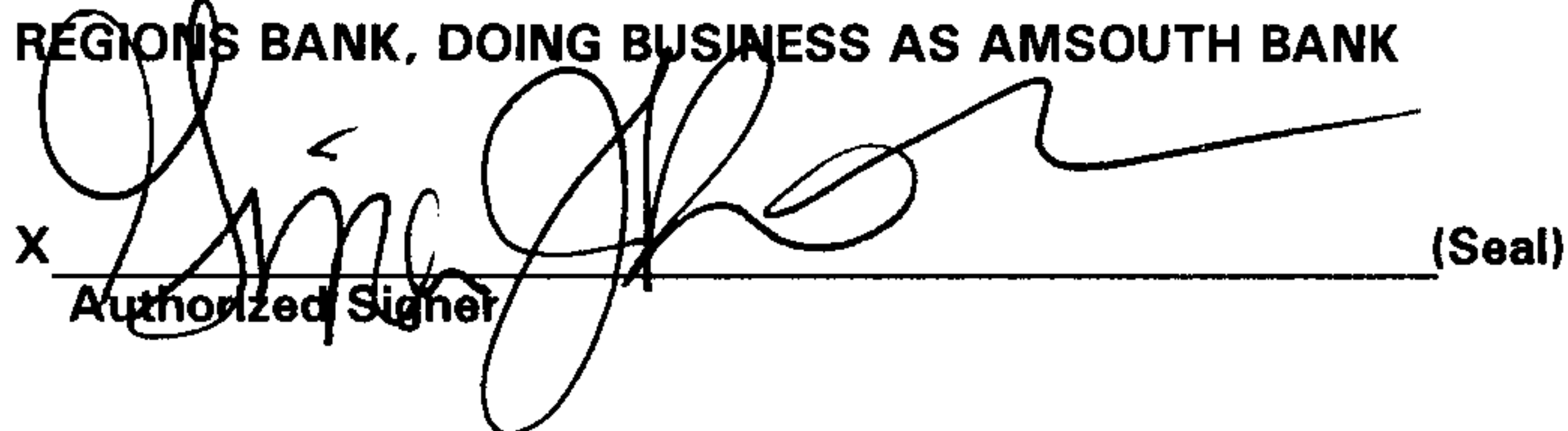
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
DAVID R GULLEDGE

X  (Seal)
JULIE GULLEDGE

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK
X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: Wendy Doss
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

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20070831000412770 2/6 \$59.00
Shelby Cnty Judge of Probate, AL
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID R GULLEDGE** and **JULIE GULLEDGE, 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 8 day of Jan, 2007.

Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama

)

) SS

COUNTY OF Shelby

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Gina Robinson 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 8 day of Jan, 2007.

Notary Public

MY COMMISSION EXPIRES OCTOBER 15, 2008

My commission expires _____

20070831000412770 3/6 \$59.00
Shelby Cnty Judge of Probate, AL
08/31/2007 02:28:47PM FILED/CERT

Transmitted: 14:13:00 01/05/2007

TITLE COMMITMENT
AGENT IN BEHALF OF: STEWART TITLE GUARANTY COMPANY

SCHEDULE A

1.	2.
Commitment No.: T006-010441	Policy to be issued: Loan
Date Issued: 12/18/2006	Amount of Policy: \$672000.00
Date Effective: 12/01/2006	Account No : AM1228
	Proposed Insured:
	CUSTOMER:AMSOUTH BANK N A
	CUSTOMER:CONSUMER MORTGAGE CENTER
	ATTN: ACAPS-20063380812230

3.
The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title to the estate or interest in said land is at the effective date hereof VESTED IN:

GRANTEE:
DAVID R. GULLEDGE

GRANTOR:
ANTHONY JOSEPH AND WIFE, CAROLYN B. JOSEPH AND WALLACE
SHOEMAKER, AN UNMARRIED MAN AND ROBERT A. SHOEMAKER, MARRIED

Tenancy: NOT HOMESTEAD
DEED DATED: 11/23/1999 RECORDED: 12/03/1999 VOLUME: 1999,
PAGE: 48869, CONSIDERATION: \$98,500.00.

CONVEYANCE COMMENTS:

THIS CONVEYANCE IS BY A WARRANTY DEED.

4.
LEGAL DESCRIPTION:

LOT 5, ACCORDING TO THE SURVEY OF SKY RIDGE SUBDIVISION, AS
RECORDED IN MAP BOOK 23 PAGE 83 IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY,
ALABAMA.

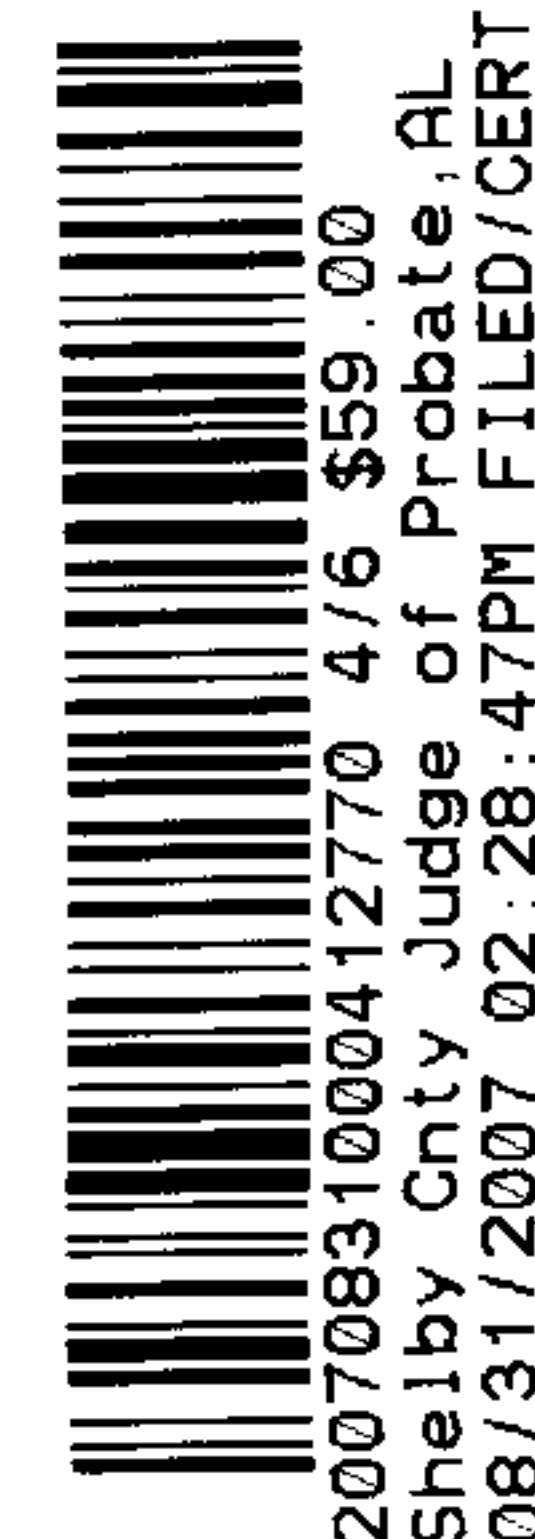
ALONG WITH THE FOLLOWING DESCRIBED (2) EASEMENTS:

EASEMENT 1:
A 20 FOOT INGRESS AND EGRESS AND UTILITY EASEMENT BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: COMMENCE AT
A 1 INCH IRON TO PLACE ACCEPTED AS THE SW CORNER OF SECTION
23, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY,
ALABAMA; THENCE PROCEED NORTH 89 DEGREES 13 MINUTES 49
SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION FOR A

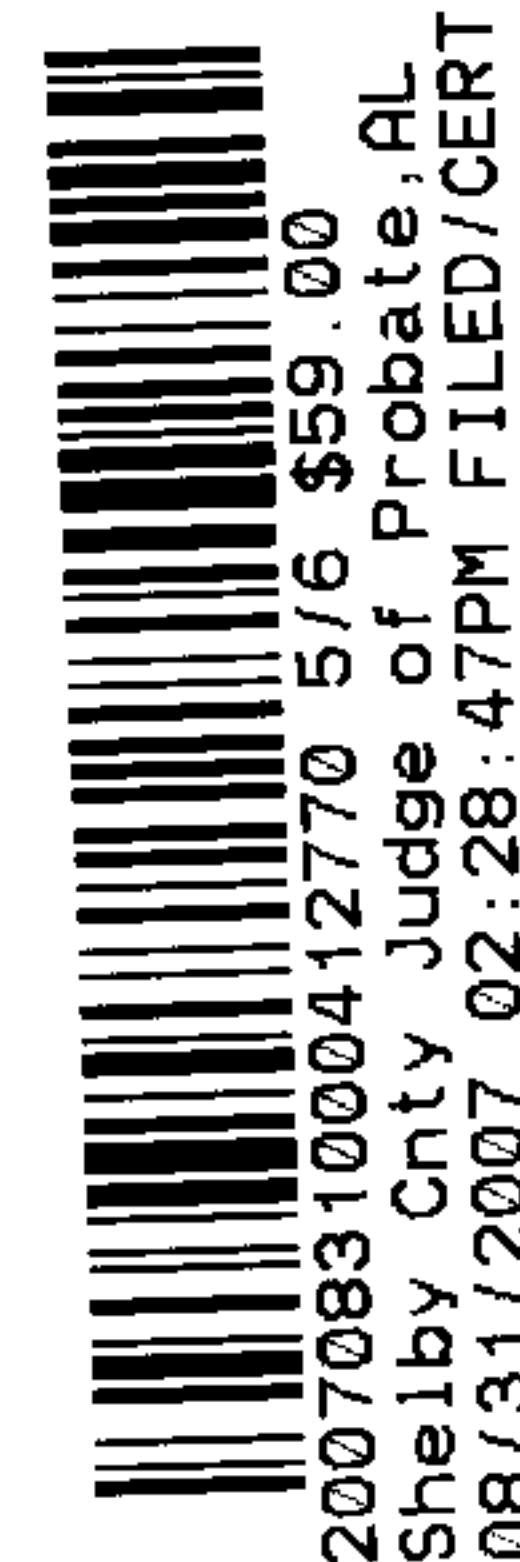
DISTANCE OF 333.89 FEET; THENCE PROCEED NORTH 44 DEGREES 29 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 869.01 FEET; THENCE PROCEED NORTH 53 DEGREES 50 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 139.48 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID 20 FOOT EASEMENT, SAID POINT BEING THE POINT OF BEGINNING. FROM THIS BEGINNING POINT, PROCEED NORTH 89 DEGREES 23 MINUTES 15 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID 20 FOOT EASEMENT FOR A DISTANCE OF 150.0 FEET; THENCE PROCEED SOUTH FOR A DISTANCE OF 20 FEET TO A POINT ON THE NORTH BOUNDARY OF AN EXISTING 60 FOOT EASEMENT; THENCE PROCEED SOUTH 89 DEGREES 23 MINUTES 15 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID 60 FOOT EASEMENT AND PARALLEL TO THE NORTH BOUNDARY OF SAID 20 FOOT EASEMENT FOR A DISTANCE OF 122.84 FEET; THENCE PROCEED NORTH 53 DEGREES 50 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 33.89 FEET TO THE POINT OF BEGINNING.

EASEMENT 2:

ALSO A NON-EXCLUSIVE 60 FOOT EASEMENT FOR INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST, RUN THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID NE 1/4 OF NW 1/4 A DISTANCE OF 17.49 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF HEREIN DESCRIBED EASEMENT FOR INGRESS AND EGRESS AND UTILITIES; THENCE TURN 55 DEGREES 25 MINUTES 49 SECONDS LEFT AND RUN 99.24 FEET ALONG SAID EASEMENT CENTERLINE AND THE FOLLOWING COURSES: 06 DEGREES 03 MINUTES 54 SECONDS LEFT FOR 104.89 FEET; 12 DEGREES 24 MINUTES 30 SECONDS LEFT FOR 175.59 FEET; 10 DEGREES 38 MINUTES RIGHT FOR 201.28 FEET; 12 DEGREES 54 MINUTES 55 SECONDS RIGHT FOR 165.02 FEET; 05 DEGREES 37 MINUTES 50 SECONDS LEFT FOR 265.89 FEET; 15 DEGREES 35 MINUTES 30 SECONDS RIGHT FOR 323.69 FEET; 13 DEGREES 58 MINUTES 30 SECONDS LEFT FOR 188.54 FEET; 08 DEGREES 44 MINUTES RIGHT FOR 128.93 FEET TO A POINT ON THE NORTH BOUNDARY OF A FOREMENTIONED SECTION 23; THENCE 180 DEGREES 00 MINUTES RIGHT AND RUN ALONG SAID EASEMENT CENTERLINE A DISTANCE OF 50.72 FEET; THENCE TURN 92 DEGREES 06 MINUTES 49 SECONDS LEFT AND CONTINUE ALONG SAID EASEMENT CENTERLINE A DISTANCE OF 64.81 FEET AND THE FOLLOWING COURSES; 54 DEGREES 49 MINUTES 11 SECONDS RIGHT FOR 141.23 FEET; 12 DEGREES 33 MINUTES 27 SECONDS LEFT FOR 110.76 FEET; 20 DEGREES 34 MINUTES 50 SECONDS LEFT FOR 169.50 FEET; 15 DEGREES 05 MINUTES 36 SECONDS RIGHT OF 86.16 FEET; 36 DEGREES 33 MINUTES 41 SECONDS RIGHT FOR 156.53 FEET; 29 DEGREES 09 MINUTES 29 SECONDS LEFT FOR 97.38 FEET; 14 DEGREES 44 MINUTES 38 SECONDS LEFT FOR 198.02 FEET; 16 DEGREES 40 MINUTES 30 SECONDS LEFT FOR 270.22 FEET; 34 DEGREES 30 MINUTES 41 SECONDS LEFT FOR 274.24 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NW 1/4 OF NE 1/4 OF AFOREMENTIONED SECTION 23; THENCE TURN 02 DEGREES 14 MINUTES 58 SECONDS RIGHT AND CONTINUE ALONG SAID EASEMENT A DISTANCE OF 473.26 FEET TO THE P.C. OF A CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 65 DEGREES 53 MINUTES 34 SECONDS AND TANGENTS OF 100.0 FEET AND A CENTERLINE ARC DISTANCE OF 177.45 FEET TO THE P.T.; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 96.95 FEET; THENCE TURN 122 DEGREES 12 MINUTES 30 SECONDS LEFT AND RUN 760.84 FEET ALONG SAID EASEMENT CENTERLINE TO



A POINT ON THE NORTH BOUNDARY OF THE SW 1/4 OF NE 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE TURN 180 DEGREES 00 MINUTES RIGHT AND RUN 760.84 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 57 DEGREES 47 MINUTES 30 SECONDS LEFT AND RUN 338.44 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 02 DEGREES 42 MINUTES 42 SECONDS RIGHT AND RUN 588.77 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 46 DEGREES 35 MINUTES 43 SECONDS AND TANGENTS OF 75.0 FEET AND A CENTERLINE ARC DISTANCE OF 141.64 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 77.80 FEET; THENCE TURN 116 DEGREES 34 MINUTES 50 SECONDS LEFT AND RUN 68.62 FEET ALONG SAID EASEMENT CENTERLINE; THECNE TURN 180 DEGREES 00 MINUTES RIGHT AND RUN 211.45 FEET ALONG SAID EASEMENT CENTERLINE TO THE PC OF A CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 17 DEGREES 17 MINUTES 51 SECONDS AND TANGENTS OF 80.0 FEET AND A CENTERLINE ARC DISTANCE OF 158.78 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 301.53 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 27 DEGREES 09 MINUTES 45 SECONDS AND TANGENTS OF 80.0 FEET AND A CENTERLINE ARC DISTANCE OF 156.99 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 214.77 FEET TO THE PC OF A CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 30 DEGREES 36 MINUTES 35 SECONDS AND TANGENTS OF 80.0 FEET AND A CENTERLINE ARC DISTANCE OF 156.18 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE ARC DISTANCE OF 39.20 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 27 DEGREES 45 MINUTES 20 SECONDS AND TANGENTS OF 75.0 FEET AND A CENTERLINE ARC DISTANCE OF 147.06 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 308.97 FEET; THECNE TURN 154 DEGREES 51 MINUTES 35 SECONDS LEFT AND RUN 278.49 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 06 DEGREES 48 MINUTES RIGHT AND RUN 213.47 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 00 DEGREES 50 MINUTES 46 SECONDS RIGHT AND RUN 321.84 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 180 DEGREES 00 MINUTES RIGHT AND RUN 321.84 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 00 DEGREES 50 MINUTES 46 SECONDS LEFT AND RUN 213.47 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 05 DEGREES 48 MINUTES LEFT AND RUN 276.49 FEET ALONG SAID EASEMENT CENTERLINE; THENCE TURN 09 DEGREES 12 MINUTES LEFT AND RUN SAID EASEMENT CENTERLINE A DISTANCE OF 261.83 FEET TO A POINT ON THE EAST BOUNDARY OF THE SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE CONTINUE ALONG SAID COURSE A DISTANCE OF 176.38 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 54 DEGREES 03 MINUTES 57 SECONDS AND TANGENTS OF 306.47 FEET AND A CENTERLINE ARC DISTANCE OF 566.76 FEET TO THE PC OF A REVERSE CURVE CONCAVE RIGHT, HAVING A DELTA ANGLE OF 74 DEGREES 40 MINUTES 50 SECONDS AND TANGENTS OF 100.0 FEET TO AND A CENTERLINE ARC DISTANCE OF 170.85 FEET TO THE PT; THENCE ALONG THE TANGENT CENTERLINE A DISTANCE OF 719.70 FEET TO THE PC OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 46 DEGREES 19 MINUTES 01 SECONDS AND TANGENTS OF 250.0 FEET AND A CENTERLINE ARC DISTANCE OF 470.0 FEET TO THE PT; THECNE ALONG THE TANGENT CENTERLINE A DISTANCE OF 730.31 FEET TO A POINT OF TERMINATION OF HEREIN DESCRIBED EASEMENT CENTERLINE ON THE NORTH BOUNDARY OF OLD U.S. HIGHWAY #280 (80 FOOT RIGHT OF WAY), AND FURTHER, FROM THE



DESCRIBED POINT OF TERMINATION BACK NORTH/NORTHEASTERLY
ALONG THE DESCRIBED CENTERLINE TO A POINT OF INTERSECTION
WITH THE SOUTH BOUNDARY OF THE SE 1/4 OF SW 1/4 OF SECTION
23, TOWNSHIP 19 SOUTH, RANGE 1 WEST, TRACKS IN CLOSE
PROXIMITY THAT CERTAIN EASEMENT CENTERLINE DESCRIBED IN
BOOK 164 AT PAGE 89; SAID PROPERTY BEING SITUATED IN SHELBY
COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS,
TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS: 365 SKY RIDGE DRIVE; CHELSEA, AL 35043 TAX MAP
OR PARCEL ID NO.: 09-6-23-0-000-002.030

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. INSTRUMENT(S) CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED, EXECUTED, DELIVERED AND FILED FOR RECORD.
2. PROPERLY EXECUTED MORTGAGE FROM DAVID R. GULLEDGE TO AMSOUTH BANK N A CONSUMER MORTGAGE CENTER.
3. IF THE BORROWER/PROPERTY OWNER IS A MARRIED PERSON AND THE INSURED PROPERTY IS THE HOMESTEAD OF THE BORROWER/PROPERTY OWNER, WE WILL REQUIRE THAT THE SPOUSE JOIN IN SIGNING THE INSURED MORTGAGE.

SCHEDULE B - SECTION 2

The premises endorsed hereon are subject to the following items which together with items not removed in schedule B-1, will be excepted in the policy.

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT .
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
3. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
4. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN IN THE PUBLIC RECORDS.
5. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS

