

8/12

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Meadow Brook Office  
200 Corporate Ridge North  
Birmingham, AL 35242

200 3 2 1 0 1 4 3 2 5 7 0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070 4 9 9 5 8 1 5 7 9

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 8, 2003, is made and executed between **MARC G. ELKINS**, whose address is **1223 EAGLE PARK RD, BIRMINGHAM, AL 35242** and **LAURA L. ELKINS**, whose address is **1223 EAGLE PARK RD, BIRMINGHAM, AL 35242**; husband and wife (referred to below as "Grantor") and **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 June 11, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**JUNE 26, 2001, SHELBY COUNTY, INST # 2001-26145, MODIFICATION DATE AUGUST 8, 2003.**

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

LOT 74, ACCORDING TO THE SURVEY OF EAGLE POINT, 12TH SECTOR, PHASE 3, AS RECORDED IN MAP BOOK 24, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1223 EAGLE PARK RD, BIRMINGHAM, AL 35242.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

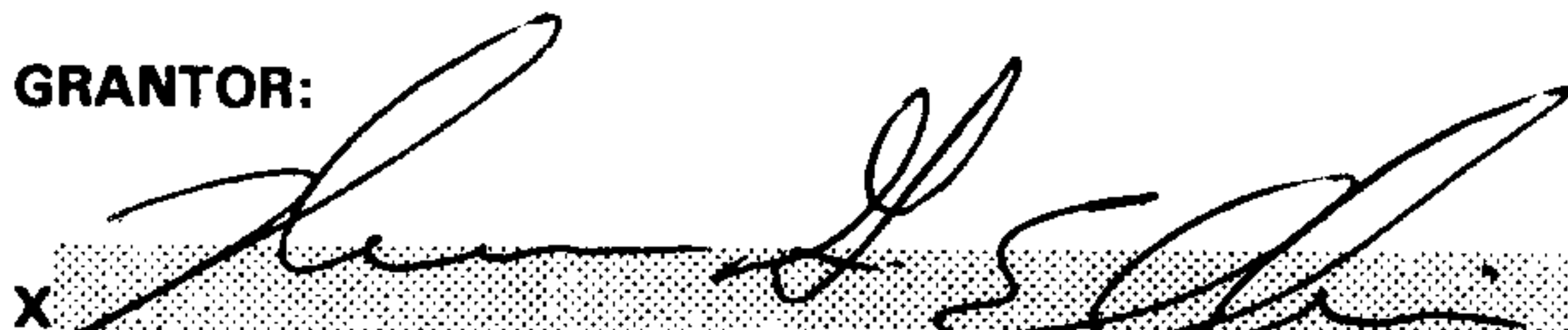
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$25,000 to \$35,000.

**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 endorers 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 AUGUST 8, 2003.**

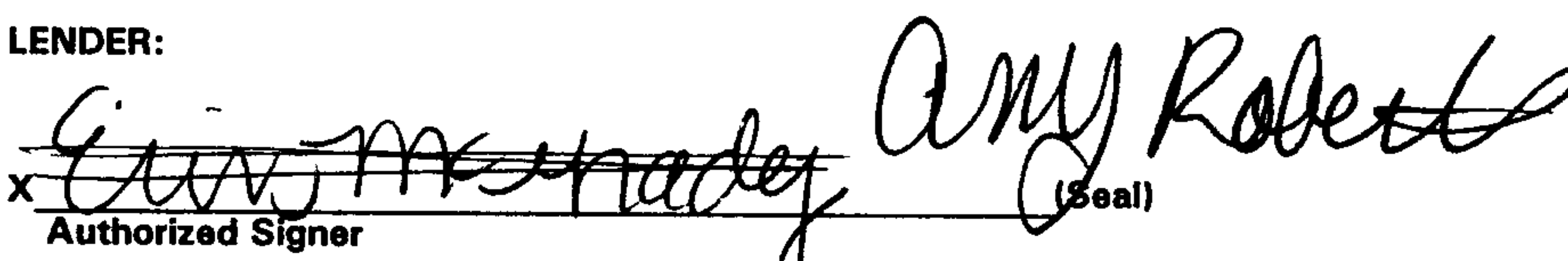
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
MARC G. ELKINS, Individually

X  (Seal)  
LAURA L. ELKINS, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

Name: PATRICE M. CARNEY  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS  
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20030822000557610 Pg 2/2 29.00  
Shelby Cnty Judge of Probate,AL  
08/22/2003 11:40:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MARC G. ELKINS and LAURA L. ELKINS, 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 Aug, 20 03.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 4, 2007  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

My commission expires \_\_\_\_\_

Erin M. Brady  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

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) SS  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Marc G. Elkins + Laura L. Elkins a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said, 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 Aug, 20 03.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 4, 2007  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

My commission expires \_\_\_\_\_

Erin M. Brady  
Notary Public

MY COMMISSION EXPIRES  
December 11, 2006