

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

20032301226390
070499754523

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 29, 2003, is made and executed between KEVIN R. OZMENT, whose address is 2012 KING ARTHUR CIR, ALABASTER, AL 35007 and TRACEY G. OZMENT, whose address is 2012 KING ARTHUR CIR, ALABASTER, AL 35007; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 31 North Royal Street, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 5, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

03-14-2002, SHELBY COUNTY, BOOK 2002, PAGE 12275.

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 2012 KING ARTHUR CIR, ALABASTER, AL 35007.

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 \$ 12,250 to \$ 21,000.

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 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 AUGUST 29, 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 Kevin R. Ozment (Seal)
KEVIN R. OZMENT, Individually

X Tracey G. Ozment (Seal)
TRACEY G. OZMENT, Individually

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SHAHEEDA SANFORD
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **KEVIN R. OZMENT and TRACEY G. OZMENT, 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 29 day of August, 2003.
Shirley A Bennett
Notary Public

My commission expires NOVEMBER 21, 2006
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION NUMBER: 0000000000
BONDED TO THE STATE OF ALABAMA

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts
Am South Bank 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 29 day of August, 2003.
Shirley A Bennett
Notary Public

My commission expires NOVEMBER 21, 2006
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION NUMBER: 0000000000
BONDED TO THE STATE OF ALABAMA

SHANTOR AGREES TO ITS
AND HAVE THE EFFECT

Exhibit "A"

20030912000614830 Pg 3/3 30.20
Shelby Cnty Judge of Probate, AL
09/12/2003 11:40:00 FILED/CERTIFIED

LEGAL DESCRIPTION:

✓

LOT 16-B, ACCORDING TO THE SURVEY OF SPRING GATE, SECTOR ONE, PHASE FOUR, FIRST ADDITION, AS RECORDED IN MAP BOOK 23, PAGE 134 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

ADDRESS: 2012 KING ARTHUR CIRCLE; ALABASTER, AL 35007
TAX MAP OR PARCEL ID NO.: 13-7-26-1-001-008.084

2003 09 12 11:40:00
09/14/2003
FILED/CERTIFIED