

WHEN RECORDED MAIL TO:

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

1299070499348532/20032161528090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 27, 2003, is made and executed between **JIM E. OSTROSKY AND MELANIE P. OSTROSKY, TITLE VESTED AS FOLLOWS: MELANIE P OSTROSKY AND JAMES E. OSTROSKY, TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE MELANIE P. OSTROSKY LIVING TRUST, DATED OCTOBER 19, 1998 AND ANY AMENDMENTS THERETO AND JAMES E. OSTROSKY AND MELANIE P. OSTROSKY, TRUSTEES OR THEIR SUCCESSOR IN TRUST, UNDER THE JAMES E. OSTROSKY LIVING TRUST, DATED OCTOBER 19, 1998 AND ANY AMENDEMENTS THERETO.,** whose address is 4618 LAKE VALLEY DR, HOOVER, AL 35244; (referred to below as "Grantor") and AmSouth Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 25, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 03/10/1999 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA INSTRUMENT #1999-10076 AND MODIFIED ON 8/27/2003.

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

LOT 41-A, ACCORDING TO THE SURVEY OF SOUTHLAKE TOWNHOMES, SECOND ADDITION, BEING A RESURVEY OF LOTS 21 THRU 43 AND A PART OF 44, SOUTHLAKE TOWNHOMES, AS RECORDED IN MAP BOOK 13, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4618 LAKE VALLEY DR, HOOVER, AL 35244.

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 \$75,000 to \$91,000.

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 AUGUST 27, 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 Jim E. Ostrosky (Seal)
JIM E OSTROSKY, Individually

X Melanie P. Ostrosky (Seal)
MELANIE P OSTROSKY, Individually

THE MELANIE P. OSTROSKY LIVING TRUST, DATED OCTOBER 19, 1998

By: Melanie P. Ostrosky (Seal)
MELANIE P OSTROSKY

THE JAMES E. OSTROSKY LIVING TRUST, DATED OCTOBER 19, 1998

By: James E. Ostrosky (Seal)
JAMES E. OSTROSKY

LENDER:

Wendy E. Yellow
Trish Davis (Seal)
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

This Modification of Mortgage prepared by:

Name: ADRIENNE LONDON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JIM E OSTROSKY and MELANIE P OSTROSKY, 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 26 day of September, 2003.

Adrienne London
Notary Public

My commission expires Sept 7, 2005
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 7, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

TRUST ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MELANIE P OSTROSKY, of THE MELANIE P. OSTROSKY LIVING TRUST, DATED OCTOBER 19, 1998, a trust, 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 authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 26 day of September, 2003.

Adrienne London
Notary Public

My commission expires Sept 7, 2005
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 7, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

TRUST ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JAMES E. OSTROSKY, of THE JAMES E. OSTROSKY LIVING TRUST, DATED OCTOBER 19, 1998, a trust, 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 authorized trustee or agent and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 26 day of September, 2003.

Adrienne London
Notary Public

My commission expires Sept 7, 2005
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 7, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

MODIFICATION OF MORTGAGE
(Continued)

20031021000705100 Pg 3/3 43.00
Shelby Cnty Judge of Probate, AL
10/21/2003 11:45:00 FILED/CERTIFIED =

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dorothy Yellack
an Officer of AmSouth 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 10th day of October, 2003
Reagan Whitfield
Notary Public

My commission expires Jan 9, 2005
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 9, 2005
SINGLE-TIME NOTARY PUBLIC UNDERWRITERS