

10-15

WHEN RECORDED MAIL TO:



LOVELL, JEFFREY D

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

20032750928590

070499601179

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

77.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 9, 2003, is made and executed between JEFFREY D LOVELL, whose address is 2704 BRAELINN PKWY N, HELENA, AL 35080 and MOLLY C LOVELL, whose address is 2704 BRAELINN PKWY N, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 4915 Highway 17, Helena, AL 35080 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 16, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON AUGUST 1, 2001 IN SHELBY COUNTY, ALABAMA IN INST # 2001-31915. MODIFIED ON OCTOBER 9, 2003.

MATURITY DATE IS JULY 16, 2021.

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 2704 BRAELINN PKWY N, HELENA, AL 35080.

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 \$ 25,000.00 to \$ 40,000.00.

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 OCTOBER 9, 2003.

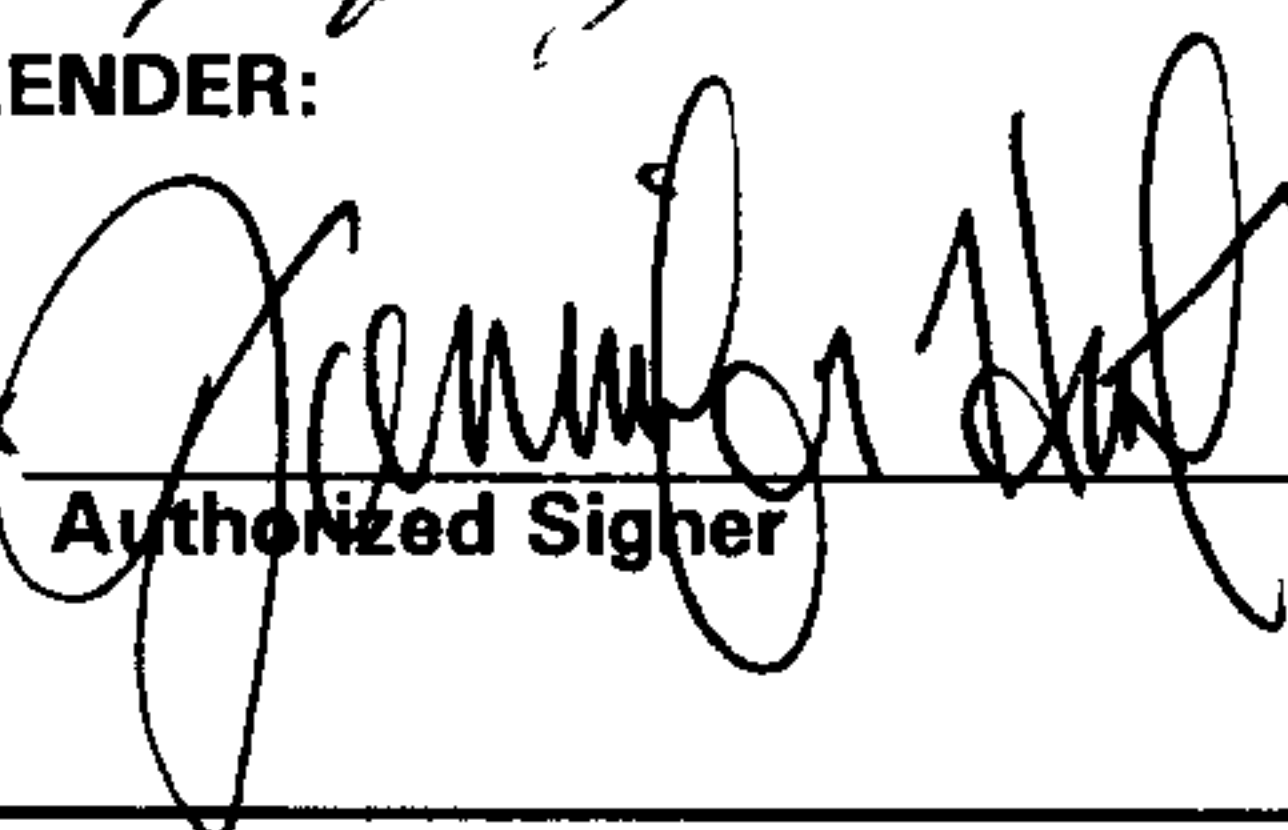
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JEFFREY D LOVELL, Individually

X  (Seal)
MOLLY C LOVELL, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CARLA HOLMES
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL 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 JEFFREY D LOVELL and MOLLY C LOVELL, 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 9th day of October, 2003

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 17, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Notary Public
[Signature]

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 Jeffrey Hurt 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 9th day of October, 2003

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 17, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires _____

Notary Public
[Signature]

LEGAL DESCRIPTION

NAME: LOVELL
D2937231

A CERTAIN TRACT OR PARCEL OF LAND IN SHELBY COUNTY, ALABAMA:

LOT 63, ACCORDING TO THE SURVEY OF BRAELINN VILLAGE, PHASE III, AS RECORDED IN MAP BOOK 14 PAGE 42 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED BY JEFFREY D LOVELL AND MOLLY C LOVELL WARRANTY DEED OF RECORD IN BOOK 1992, PAGE 13193, AT THE REGISTER'S OFFICE IN SHELBY COUNTY, ALABAMA.

KNOWN AS: 2704 BRAELINN PKWY N. HELENA, AL