

10-20

WHEN RECORDED MAIL TO:



FRIEDMAN, JAY A  
Birmingham, AL 35203

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

20032821025410

4327130000040421

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

167.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 16, 2003, is made and executed between JAY ALLEN FRIEDMAN, whose address is 3005 LENOX CIR, BIRMINGHAM, AL 35242 and RENAE G. FRIEDMAN, whose address is 3005 LENOX CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 2653 Valleydale Road, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 29, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 06-11-2003 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA IN INSTRUMENT NUMBER 20030611000365140.

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 3005 LENOX CIR, BIRMINGHAM, AL 35242.

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

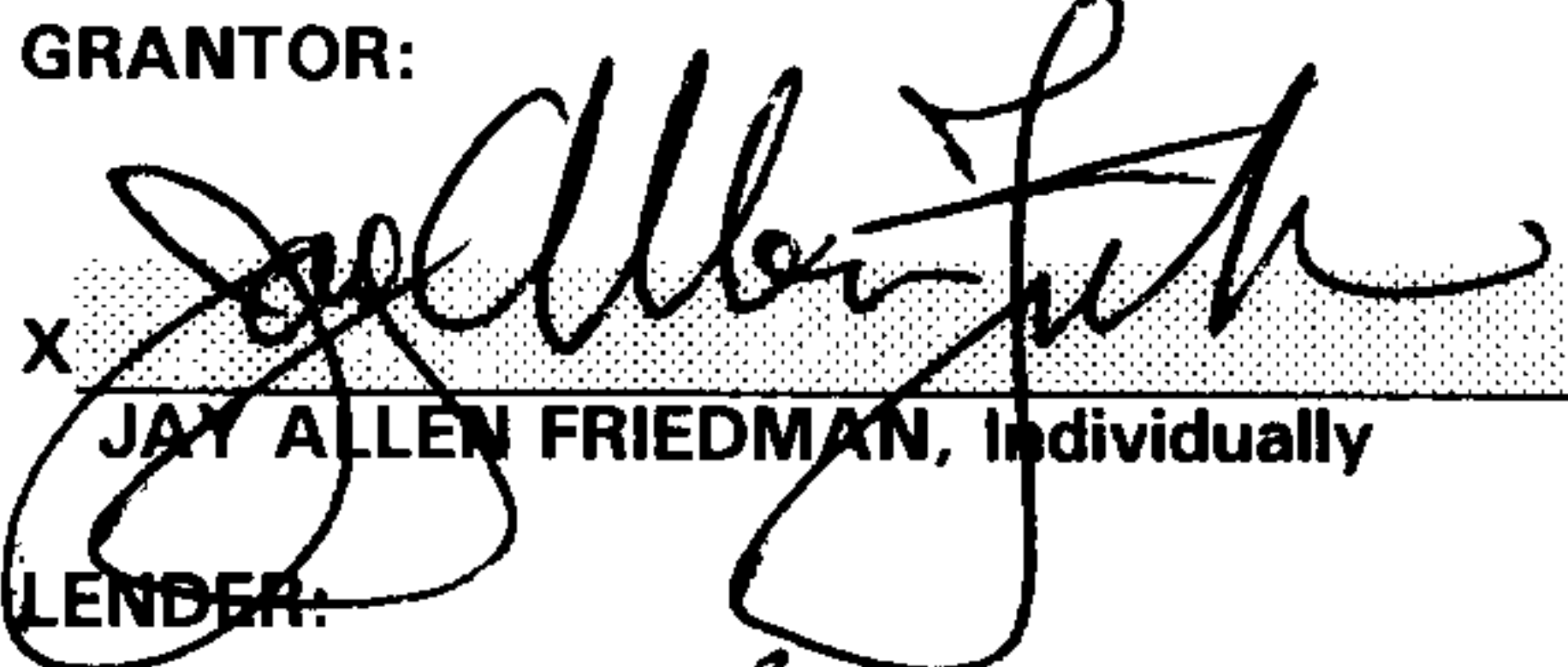
The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$75,000.00 to \$100,000.00.

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 16, 2003.

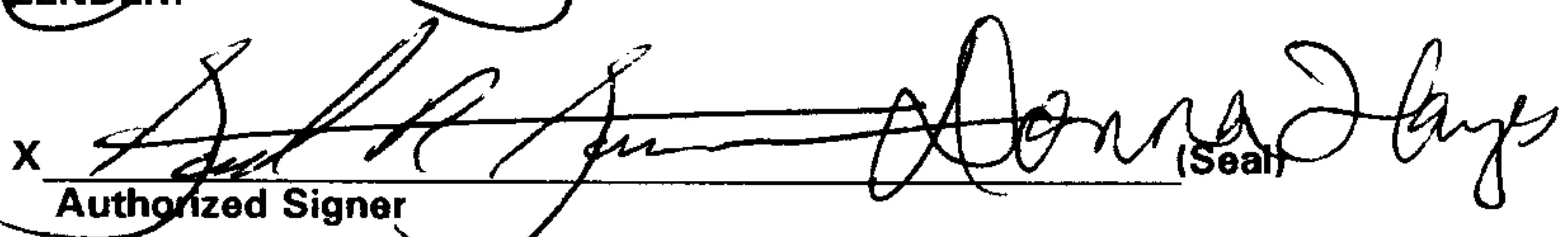
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
JAY ALLEN FRIEDMAN, Individually

X  (Seal)  
RENAE G. FRIEDMAN, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALISHA N. ANGUS  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

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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 JAY ALLEN FRIEDMAN and RENAE G. FRIEDMAN, 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 16 day of October, 2003.

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 2, 2004  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Carole W. Corrington  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF at large

)  
) SS  
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Donna Hayes 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 16<sup>th</sup> day of October, 2003.

My commission expires MY COMMISSION EXPIRES  
December 11, 2006

Linki Bozou  
Notary Public

LEGAL DESCRIPTION

**NAME: FRIEDMAN  
D2950956**

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

LOT 20, BLOCK 1, ACCORDING TO THE SURVEY OF ALTADENA WOODS,  
FIRST SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 104 A & B, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JAY ALLEN FRIEDMAN AND  
RENAE G. FRIEDMAN BY WARRANTY DEED OF RECORD AS INSTRUMENT  
19990128000037631, AT THE REGISTER'S OFFICE IN SHELBY COUNTY,  
ALABAMA.

PROPERTY KNOWN AS: 3005 LENOX CIRCLE, BIRMINGHAM, AL