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WHEN RECORDED MAIL TO:



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

20032871459270
070499245464

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

51.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 17, 2003, is made and executed between JAMES W COX, whose address is 1092 MACQUEEN CIR, HELENA, AL 35080 and TONI T COX, whose address is 1092 MACQUEEN CIR, HELENA, AL 35080; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 520 Montgomery Highway, Vestavia Hills, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 12, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED SEPTEMBER 26 1997, SHELBY COUNTY, INST # 1997-31027

MATURITY DATE SEPTEMBER 12 2017.

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 1092 MACQUEEN CIR, 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 \$10000 to \$23000.

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 OCTOBER 17, 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)
JAMES W COX, Individually

X  (Seal)
TONI T COX, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SUZANNE COKER
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama
Jefferson

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) SS

COUNTY OF

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMES W COX and TONI T COX, 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 17 day of October, 2003.

[Signature]
Notary Public

My commission expires ~~MY COMMISSION EXPIRES: Aug 9, 2005~~
~~BONDED THIRD NOTARY PUBLIC UNDERWRITERS~~

LENDER ACKNOWLEDGMENT

STATE OF

Alabama
Jefferson

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) SS

COUNTY OF

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ~~Enterprise~~ **Kristen Schoenberg** 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 17 day of October, 2003.

[Signature]
Notary Public

My commission expires ~~MY COMMISSION EXPIRES: Aug 9, 2005~~
~~BONDED THIRD NOTARY PUBLIC UNDERWRITERS~~

LEGAL DESCRIPTION

NAME: COX
D2950859

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

LOT 3, ACCORDING TO THE SURVEY OF BRANDYWINE, SECOND SECTOR,
AS RECORDED IN MAP BOOK 7, PAGE 6, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY,
ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JAMES W. COX AND TONI T.
COX BY WARRANTY DEED OF RECORD IN BOOK 283, PAGE 324, AT THE
REGISTER'S OFFICE IN SHELBY COUNTY, ALABAMA.

PROPERTY KNOWN AS: 1092 MACQUEEN CIRCLE, HELENA, AL