

10/29

WHEN RECORDED MAIL TO:

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

20032661003340
071100618167

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 27, 2003, is made and executed between BYRAN B. KORTH, whose address is 104 CARRIAGE DRIVE, MAYLENE, AL 35114 and SHEIA L. KORTH, whose address is 104 CARRIAGE DRIVE, MAYLENE, AL 35114; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 4, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

9/17/03 SHELBY COUNTY 20030917000624550 PG 1/6 .

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

LOT 3, ACCORDING TO THE SURVEY OF CARRIAGE HILLS, PHASE I, AS RECORDED IN MAP BOOK 13, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 104 CARRIAGE DRIVE, MAYLENE, AL 35114.

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 \$ 5,400 to \$ 18,700.

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 OCTOBER 27, 2003.

GRANTOR:

x Byran B. Korth
BYRAN B. KORTH, Individually

x Sheia L. Korth
SHEIA L. KORTH, Individually

LENDER:

x Amy Roberts
Authorized Signer

This Modification of Mortgage prepared by:

Name: APRIL CORDES
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 BYRAN B. KORTH and SHEIA L. KORTH, 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 27 day of October, 2003.

April Cordes
Notary Public

My commission expires 4/1/06

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

20031110000745640 Pg 2/2 33.95
Shelby Cnty Judge of Probate, AL
11/10/2003 12:26:00 FILED/CERTIFIED

STATE OF Alabama)
) SS
COUNTY OF at large)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts
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 27th day of October, 2003.

MY COMMISSION EXPIRES
December 11, 2006

My commission expires _____

[Signature]
Notary Public