

WHEN RECORDED MAIL TO:



MAZZONE, CHERYL LOCK

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

20040790847250

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

070449563064

MODIFICATION OF MORTGAGE

48.00

THIS MODIFICATION OF MORTGAGE dated April 2, 2004, is made and executed between CHERYL LOCKER MAZZONE, A/K/A CHERYL L MAZZONE, whose address is 5204 VALLEYBROOK CIR, BIRMINGHAM, AL 35244 and RICHARD T. MAZZONE, whose address is 5204 VALLEYBROOK CIR, BIRMINGHAM, AL 35244; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 4, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 05/17/2001 IN SHELBY COUNTY, AL INSTRUMENT NO. 2001-19959 AND MODIFIED ON 04/02/2004.

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 5204 VALLEYBROOK CIR, BIRMINGHAM, 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 \$60,000.00 to \$80,000.00.

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 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 APRIL 2, 2004.

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 Cheryl Locker Mazzone (Seal)
CHERYL LOCKER MAZZONE

x Richard T. Mazzone (Seal)
RICHARD T. MAZZONE

LENDER:

x Donna Day (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JOAN KAMAU
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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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 **CHERYL LOCKER MAZZONE and RICHARD T. MAZZONE, wife and husband**, 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 2nd day of April, 2004.
Joan Mac Janie
Notary Public

My commission expires 1-17-2008

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 DONNA WAGES 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 2nd day of April, 2004.

MY COMMISSION EXPIRES
December 11, 2006

Linda F. Brown
Notary Public

My commission expires _____

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 25, ACCORDING TO THE RESURVEY OF VALLEYBROOK, PHASE II, AS RECORDED IN MAP BOOK 12 PAGE 12 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:

BUILDING SETBACK LINE OF 35 FEET RESERVED FROM VALLEYBROOK CIRCLE AS SHOWN BY PLAT.

SOURCE OF TITLE: DEED BOOK 188 PAGE 373

KNOWN 5204 VALLEY BROOK CIRCLE