

WHEN RECORDED MAIL TO:

AmSouth Bank



SELIKOFF, JOAN B

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

20040901108470  
071100082098

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

167.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 20, 2004, is made and executed between JOAN B. SELIKOFF, whose address is 374 ROCKPORT LANE, BIRMINGHAM, AL 35242; single (referred to below as "Grantor") and AmSouth Bank, whose address is 1 Independence Plaza, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 26, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

DATED 2/26/04, RECORDED 3/12/04 IN SHELBY COUNTY, AL, INSTR #20040312000129030 AND MODIFIED 4/20/04.

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 374 ROCKPORT LANE, 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 \$50000 to \$150000.

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 APRIL 20, 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  (Seal)  
JOAN B. SELIKOFF

LENDER:

x  (Seal)  
Authorized Signer  
BANKING OFFICER

This Modification of Mortgage prepared by:

Name: TASHA WOOTEN  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

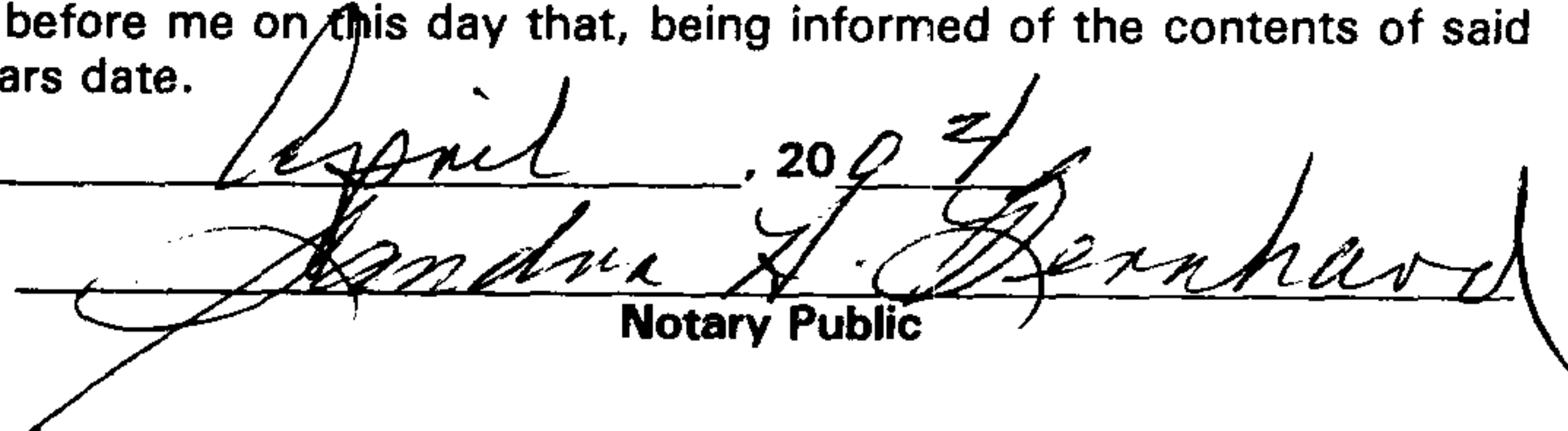
INDIVIDUAL ACKNOWLEDGMENT

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 JOAN B. SELIKOFF, single, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of April, 2004

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: 12/27/2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
Notary Public

My commission expires \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

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 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 20th day of April, 2004.

MY COMMISSION EXPIRES  
December 11, 2006

[Signature]  
Notary Public

My commission expires \_\_\_\_\_



## **SCHEDULE "A"**

**THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN SHELBY COUNTY, ALABAMA, TO-WIT:**

**LOT 28, ACCORDING TO THE SURVEY OF COBBLESTONE SQUARE AS RECORDED IN MAP BOOK 16, PAGE 153, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**SOURCE OF TITLE: INSTRUMENT NO. # 1994060600181931**

**KNOWN: 374 ROCKPORT LANE**