

WHEN RECORDED MAIL TO:

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

20041481118510

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110.75

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 8, 2004, is made and executed between CHRISTOPHER M ROTHMAN, whose address is 516 STEWARDS GLEN, BIRMINGHAM, AL 35242 and KRISTI BURKE ROTHMAN, whose address is 516 STEWARDS GLEN, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 200 Corporate Ridge North, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 25, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 12-10-2002, SHELBY COUNTY, INST# 20021210000617460; MODIFIED ON 07-08-2004.

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 516 STEWARDS GLEN, 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 \$77,500 to \$140,000.

CONT!NUING 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 JULY 8, 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:

(Seal)

LENDER:

Authorized Signer

This Modification of Mortgage prepared by:

Name: NICCI RAGLAND Address: P.O. BOX 830721

City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Alaman	}	
COUNTY OF Signal) SS	
COUNTY OF)	
I, the undersigned authority, a Notary Public in and for said c BURKE ROTHMAN, husband and wife, whose names are signed.	•	•
me on this day that, being informed of the contents of said Mo		
Given under my hand and official seal this	day of	
		1-11-
NOWARY PUBLIC STATE OF ALABAMA AT LA	REF	Notary Public
My commission expires Doctor Hard Morary Process 13, 20	008	
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	ACKNOWLEDGME	VT
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STATE OF	}	VT
STATE OF)) SS	
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STATE OF COUNTY OF I, the undersigned authority, a Notary Public in and for said county) SS) anty in said state, hereby cert	tify that Christopher H Rother
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LASER PRO Lending, Ver. 5.23.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - AL R:\CFI\LPL\G201.FC TR-176588 PR-19

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 405, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 4TH SECTOR, AS RECORDED IN MAP BOOK 28, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 516 STEWARDS GLN