



WHEN RECORDED MAIL TO:

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

20032020429580
070499114918

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 1, 2003, is made and executed between GREG L NOBLES, whose address is 4136 KESTEVEN DRIVE, BIRMINGHAM, AL 35242 and SUSANNE R NOBLES, whose address is 4136 KESTEVEN DRIVE, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 301 U.S. Highway 41 S., Inverness, FL 34450 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 3, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**See below ~~NOVEMBER 27, 1995, INSTRUMENT #1995-33774, SHELBY COUNTY AND JEFFERSON COUNTY, ALABAMA, INSTRUMENT #1995-33774, INSTRUMENT #1996-33271, PAGE 6099, MODIFIED AUGUST 1, 2003~~

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

LOT 144, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 4TH PHASE, AS RECORDED IN MAP BOOK 15, PAGE 106, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4136 KESTEVEN DRIVE, 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 \$250,000 to \$270,000.

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 AUGUST 1, 2003.

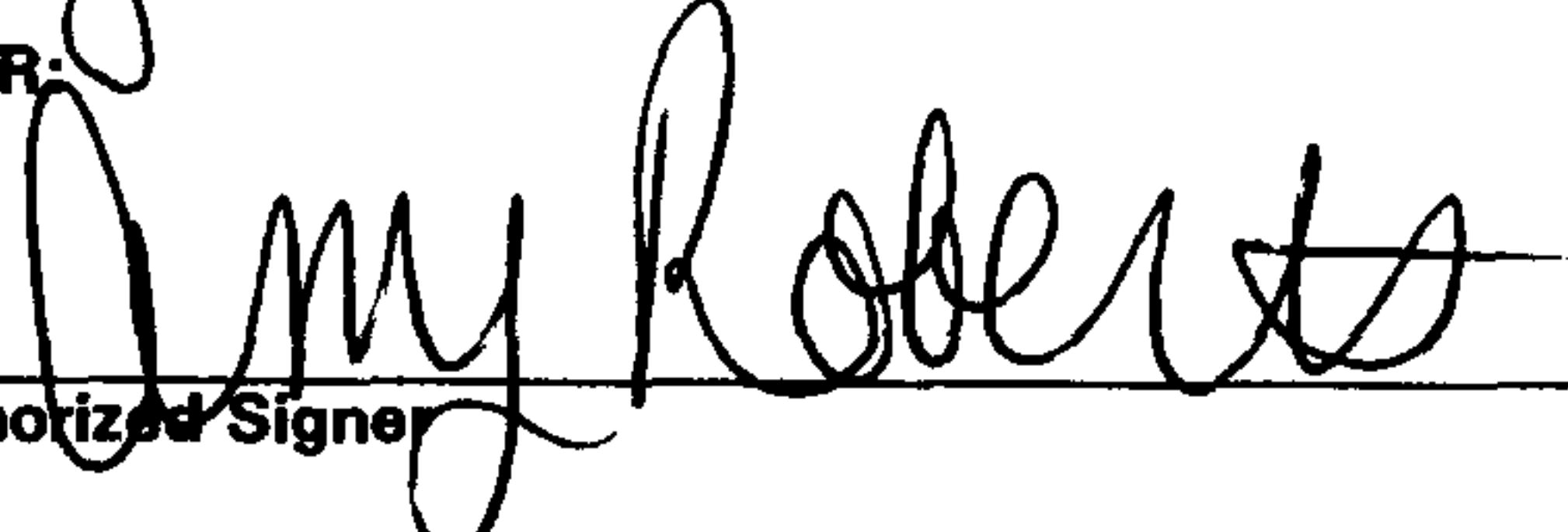
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
GREG L NOBLES, Individually

X  (Seal)
SUSANNE R NOBLES, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ELLEN D HARRINGTON
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

*** This Modification is being re-recorded to correct the chain of recordings:

Mortgage dated November 3, 1995, recorded November 27, 1995 in Instrument #1995-33774

Modification dated September 12, 1996, recorded October 7, 1996 in Instrument #1996-33271

* Modification dated March 18, 1997, recorded May 30, 1997 in Instrument #9706/6033 in Jefferson county and re-recorded August 15, 2003 in Instrument #20030815000538020 in Shelby County

* Modification dated August 1, , recorded March 9, 2004 in Instrument #20040309000119880

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama

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) SS

COUNTY OF Shelby

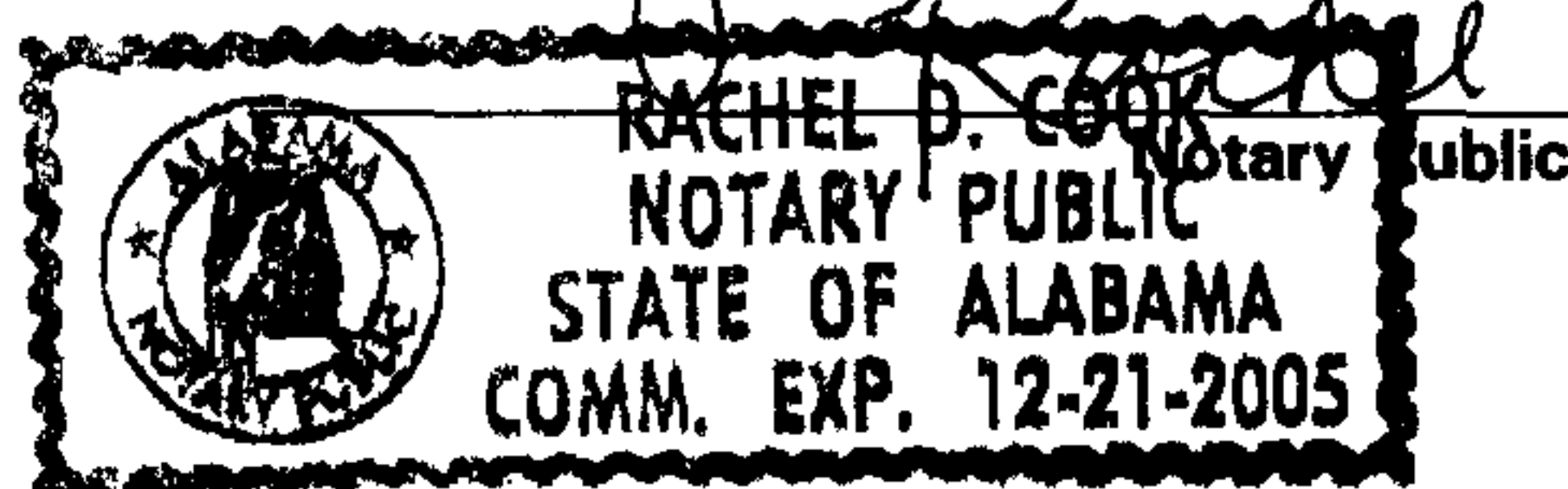
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20040309000119880 Pg 2/2 44.00
Shelby Cnty Judge of Probate,AL
03/09/2004 10:07:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GREG L NOBLES and SUSANNE R NOBLES, 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 1 day of August, 2003

My commission expires 12-21-05



LENDER ACKNOWLEDGMENT

STATE OF ALABAMA

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) SS

COUNTY OF JEFFERSON

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ 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 5 day of August, 2003.

My commission expires _____

MY COMMISSION EXPIRES
December 11, 2006

Rachel D. Cook
Notary Public