

10.13

WHEN RECORDED MAIL TO:



COX, DARRYL W

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

20042781023150
071100104306

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

41.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 8, 2004, is made and executed between DARRYL W COX, AKA DARRYL WILLIAM COX, whose address is 1850 HIGHWAY 49, COLUMBIANA, AL 35051 and SANDRA L COX, AKA SANDRA COX, whose address is 1850 HIGHWAY 49, COLUMBIANA, AL 35051; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1592 Montgomery Highway, Birmingham, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 13, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL RECORDED DATE 05-11-04 INSTRUMENT NUMBER 20040511000248760 MOD 10-08-04.

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 1850 HIGHWAY 49, COLUMBIANA, AL 35051.

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 \$10,000 to \$25,000.

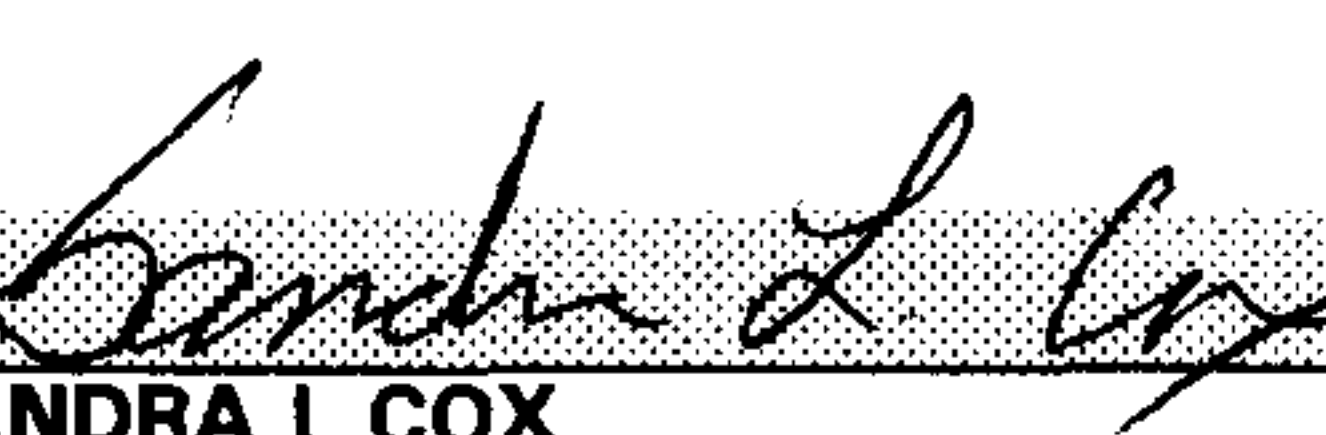
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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 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.

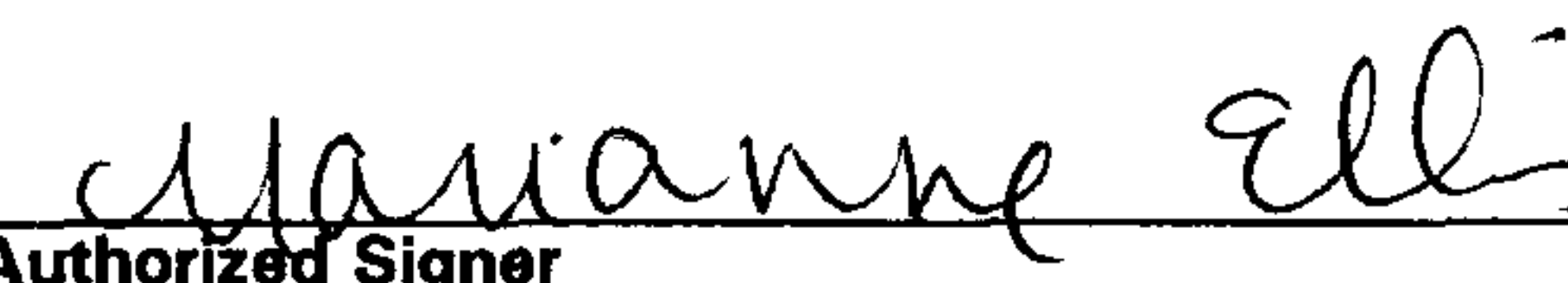
GRANTOR:

X  (Seal)
DARRYL W COX

X  (Seal)
SANDRA L COX

LENDER:

AMSOUTH BANK

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SHEILA PARKER
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 Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DARRYL W COX and SANDRA L COX, 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 8 day of October, 2004
[Signature]
Notary Public
MY COMMISSION EXPIRES ²⁰⁰⁸ AUGUST 11, 2008
My commission expires _____

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 Marianne Ellis
of AmSouth Bank 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 8 day of October, 2004
[Signature]
Notary Public
MY COMMISSION EXPIRES ²⁰⁰⁸ AUGUST 11, 2008
My commission expires _____

SCHEDULE "A"

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTHERLY ALONG THE EAST LINE OF SAID ¼ - ¼ A DISTANCE OF 1,738.30 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SHELBY COUNTY HIGHWAY NO. 49; THENCE TURN 114 DEG. 45 MIN. 09 SEC TO THE LEFT AND RUN SOUTHWESTERLY ALONG SAID MARGIN OF SAID HIGHWAY FOR 261.40 FEET TO A POINT; THENCE TURN 65 DEG. 11 MIN. 53 SEC. LEFT AND RUN SOUTHERLY 518.37 FEET TO A POINT; THENCE TURN 70 DEG. 23 MIN. 55 SEC. RIGHT AND RUN SOUTHWESTERLY FOR 122.10 FEET TO A POINT; THENCE TURN 74 DEG. 31 MIN. 25 SEC. LEFT AND RUN SOUTHERLY FOR 538.07 FEET TO A POINT; THENCE TURN 88 DEG. 10 MIN. 56 SEC. RIGHT AND RUN WESTERLY FOR 307.33 FEET TO A POINT; THENCE TURN 83 DEG. 32 MIN. 45 SEC. LEFT AND RUN SOUTHERLY 102.08 FEET TO A POINT; THENCE TURN 75 DEG. 12 MIN. 10 SEC. RIGHT AND RUN WEST-SOUTHWESTERLY 169.87 FEET TO A POINT; THENCE TURN 87 DEG. 50 MIN. 33 SEC. LEFT AND RUN SOUTH-SOUTHEASTERLY 78.12 FEET TO A POINT; THENCE TURN 15 DEG. 35 MIN. 12 SEC. RIGHT AND RUN SOUTHERLY FOR 294.05 FEET TO A POINT ON THE SOUTH LINE OF THE SAID SW ¼ OF THE SE ¼ OF SAID SECTION 31; THENCE TURN 93 DEG. 03 MIN. 46 SEC. LEFT AND RUN EASTERLY ALONG SAID ¼ - ¼ LINE FOR 760.20 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 1850 49 HIGHWAY

PARCEL: 169310000009001