

10.29

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 28, 2004, is made and executed between **TONY FIORE, A/K/A JEROME A. FIORE**; whose address is 418 HEATHERWOOD FOREST CIR, HOOVER, AL 35244 and **TAMMY D. FIORE, A/K/A TAMMY FIORE**; whose address is 418 HEATHERWOOD FOREST CIR, HOOVER, AL 35244; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1900 5th Avenue North, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 21, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 01/14/1999 INST # 1999-01815 AND MODIFIED OCTOBER 18, 1999 RECORDED 10/28/1999 INST # 1999-44371 AND MODIFIED APRIL 30, 2001 RECORDED 05/14/2001 INST # 2001-19317 AND MODIFIED JANUARY 8, 2002 RECORDED INST # 2002-15190 AND MODIFIED 10-28-2004 IN SHELBY COUNTY, ALABAMA.

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 418 HEATHERWOOD FOREST CIR, HOOVER, 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 \$200,000 to \$223,800.

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 28, 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 Tony Fiore (Seal)
TONY FIORE

x Tammy D. Fiore (Seal)
TAMMY D. FIORE

LENDER:

AMSOUTH BANK

x Carmine Pittman (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: ANGELA KNIGHT
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 **TONY FIORE and TAMMY D. FIORE, 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 28 day of October, 2001.

Kimberly L. Reece
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 2, 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 Caroline Pittman 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 28 day of October, 2001.

Kimberly L. Reece
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 2, 2008

My commission expires _____

Exhibit A

**LOT 4, ACCORDING TO THE SURVEY OF THE HEATHERWOOD FOREST,
SECTOR TWO, AS RECORDED IN MAP BOOK 17, PAGE 129, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**