

WHEN RECORDED MAIL TO:



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Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

20043411053430/070499272671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

30.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 18, 2005, is made and executed between AMY R. MALCOM, whose address is 1276 WILLOW CREEK PL, ALABASTER, AL 35007 and STEVEN MALCOM, A/K/A STEVEN P. MALCOM, whose address is 1276 WILLOW CREEK PL, ALABASTER, AL 35007; wife and husband (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 October 22, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 11-05-2002 IN THE PUBLIC RECORDS OF SHELBY COUNTY, ALABAMA IN INSTRUMENT 20021105000547090.

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

LOT 8, ACCORDING TO THE SURVEY OF WILLOW CREEK, PHASE II, AS RECORDED IN MAP BOOK 9, PAGE 102 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1276 WILLOW CREEK PL, ALABASTER, AL 35007.

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 \$8,000.00 to \$18,000.00.

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 JANUARY 18, 2005.

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 Amy R. Malcom (Seal)
AMY R. MALCOM

x Steven Malcom (Seal)
STEVEN MALCOM

LENDER:

AMSOUTH BANK

x Marianne Ellis (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JAMIE ORTINO
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

20050208000064300 Pg 2/2 30.00
Shelby Cnty Judge of Probate, AL
02/08/2005 14:23:00 FILED/CERTIFIED

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 R. MALCOM and STEVEN MALCOM, wife and husband**, 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 18 day of January, 20 05.

[Signature]
Notary Public

My commission expires 4-15-07

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 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 18 day of January, 20 05.

[Signature]
Notary Public

My commission expires 4-15-07