20050225000091800 Pg 1/3 47.00
Shelby Cnty Judge of Probate, AL
02/25/2005 14:19:00 FILED/CERTIFIED

2/9

WHEN RECORDED MAIL TO:

COX, HELEN M

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

20050191223370
0704992925105

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

47.00

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 4, 2005, is made and executed between HELEN M. COX, whose address is 400 EATON ROAD, BIRMINGHAM, AL 35242 and JOHN M. COX, whose address is 400 EATON ROAD, BIRMINGHAM, AL 35242; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 539 Richard Arrington Jr. Blvd South, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 23, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 08/06/2003 20030806000511740 PG 1/6 AND MODIFIED 2-4-2005 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 400 EATON ROAD, 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 $25,000 to $45,000.

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 FEBRUARY 4, 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 Helen M. Cox **(Seal)**
HELEN M. COX

X John M. Cox **(Seal)**
JOHN M. COX

LENDER:

AMSOUTH BANK

X **(Seal)**
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT
Address: P.O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

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 **HELEN M. COX and JOHN M. COX, 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 4th **day of** February, **20** 05.

Joyce Moorer Hamilton
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: July 28, 2008 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 Lisa Harville ______ 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 4th **day of** February, **20** 05.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 28, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Joyce Moorer Hamilton
Notary Public

My commission expires ______

20050225000091800 Pg 3/3 47.00
Shelby Cnty Judge of Probate,AL
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SCHEDULE "A"

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

LOT 28, ACCORDING TO THE AMENDED MAP OF GREYSTONE VILLAGE, PHASE 2, AS RECORDED IN MAP BOOK 19, PAGE 13, IN THE PROBATE OFFICE, SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 400 EATON RD

PARCEL: 093050004028000