

3/14/05

WHEN RECORDED MAIL TO:



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

07049999177

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 11, 2005, is made and executed between COOLEY DERZIS A/K/A COOLEY J DERZIS, whose address is 5201 LOGAN DR, BIRMINGHAM, AL 35242 and JOY HARDY DERZIS, whose address is 5201 LOGAN DR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1849 Highway 31 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 3, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN SHELBY COUNTY AL ON 01-16-2003 IN INSTR# 20030116000033010 MODIFIED ON 03-11-2005.

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 5201 LOGAN DR, 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 \$__28,500.00 to \$ 52,500.00

continuing 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 MARCH 11, 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.

JOY HARDY DERZIS

(Seal)

(Seal)

GRANTOR:

COOLEY DERZIS

AMSOUTH BANK

Authorized Signer

LENDER:

This Modification of Mortgage prepared by:

Name: Address: City, State, ZIP:

MODIFICATION OF MORTGAGE

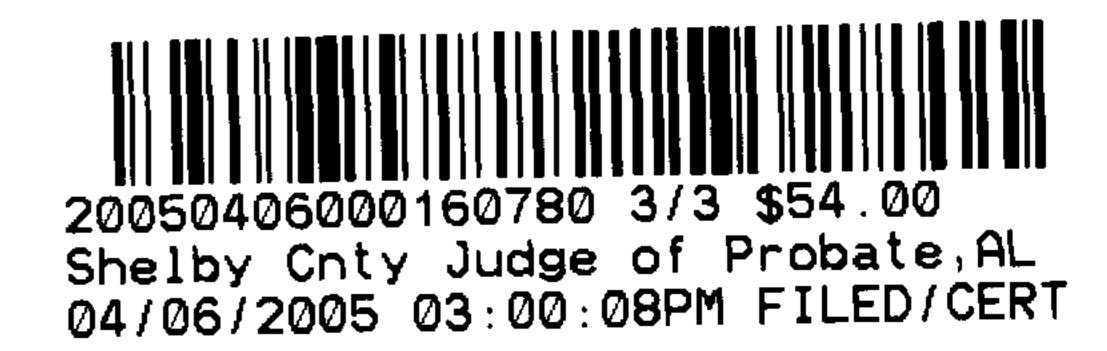
20050406000160780 2/3 \$54.00 Shelby Cnty Judge of Probate, AL

04/06/2005 03:00:08PM FILED/CERT

(Continued)

INDIVIDUAL ACKNOWLEDGMENT) SS I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that COOLEY DERZIS and JOY HARDY DERZIS, 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 day of A DESCRIPTION OF THE PARTY OF T Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE My commission expires MY COMMISSION EXPIRES: Mar 2, 2008 THRU NOTARY PUBLIC UNDERWRITERS LENDER ACKNOWLEDGMENT SS 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 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 **Notary Public**

My commission expires



SCHEDULE "A"

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

LOT 13, BLOCK 10, ACCORDING TO THE SURVEY OF BROKEN BOW SOUTH AS RECORDED IN MAP BOOK 11, PAGE 82 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

KNOWN: 5201 LOGAN DRIVE

PARCEL: 101120009005000