

RECORDATION REQUESTED BY:

SouthTrust Bank N. A.
3888 Hwy 150 South
Hoover, AL 38244

WHEN RECORDED MAIL TO:

SouthTrust Bank N.A.
ATTN: Document Management
P.O. Box 2884
Birmingham, AL 35299-2884

SEND TAX NOTICES TO:

Timothy O. Sims and Lisa R. Sims
1040 Fox Valley Farms Road
Maylene, AL 35114

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 9, 1999, BETWEEN Timothy O. Sims and Lisa R. Sims, husband and wife (referred to below as "Grantor"), whose address is 1040 Fox Valley Farms Road, Maylene, AL 35114; and SouthTrust Bank N. A. (referred to below as "Lender"), whose address is 3888 Hwy 150 South, Hoover, AL 38244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 15, 1999 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Original Mortgage was recorded in Real Vol. 1999, Page 19550 in the office of the Judge of Probate of Shelby County, Alabama and Modification of Mortgage dated June 9, 1999 was recorded in Real Vol. 1999, Page 25601 in the office of the Judge of Probate of Shelby County, Alabama

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Shelby County, State of Alabama:

Residential property located at the address shown below, more particularly described in the attached Exhibit "A"

The Real Property or its address is commonly known as 1040 Fox Valley Farms, Maylene, AL 35114.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

The Mortgage is hereby modified to increase the amount of indebtedness from \$32,000.00 to \$38,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X Timothy O. Sims
Timothy O. Sims

X Lisa R. Sims
Lisa R. Sims

LENDER:

SouthTrust Bank N. A.

By: T. Ray Mauldin
Authorized Officer

This Modification of Mortgage prepared by:

Name: T. Ray Mauldin
Address:
City, State, ZIP:

Inst # 1999-33887

08/12/1999-33887
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
000 CEN 24.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson) 99

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Timothy O. Sims and Lisa R. Sims, 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 9th day of July 1999
Robert L. Kimbrough
Notary Public

My Commission Expires March 12, 2001.

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson) 99

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that T. Ray Mauldin

Given under my hand and official seal this 9th day of July 1999
Robert L. Kimbrough
Notary Public

My commission expires My Commission Expires March 12, 2001.

04/13/1999 08:47 2056636605
APR-13-99 07:45 AM SIMS FLOORING

SIMS FLOORING
205 6641972

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P.02

EXHIBIT "A"

A parcel of land lying in Section 32, Township 20 South,
Range 3 West and being more particularly described as follows:

PROPERTY DESCRIPTION

Commence at the NW Corner of the SE 1/4 - SE 1/4 of Section 32, Township
20 South, Range 3 West; thence East along the north line of said 1/4 - 1/4
section a distance of 315.62' to the POINT OF BEGINNING; thence continue
along last described course a distance of 325.62 (325.72' MEAS); thence
right 88deg-13' (88deg-13'-12" MEAS) and run southerly 577.7' (578.94'
MEAS); thence right 81deg-22' (81deg-14'-46" MEAS) and run southwesterly
154.75' (154.64' MEAS); thence right 93deg-44'-19" and run northwesterly
286.09'; thence left 84deg-58'-42" and run westerly 168.29'; thence
right 90deg-01'-01" and run northerly 327.31' the Point of Beginning.
Containing XXXX acres more or less. Mineral and mining rights excepted.

3.45

LR? DT

Inst # 1999-33887

08/12/1999-33887
09:44 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 CRH 24.00

Inst # 1999-19650

05/11/1999-19650
08:19 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 HNS 51.00