

RECORDATION REQUESTED BY:

SouthTrust Bank, National Association
8. Brookwood Medical Center 523
2006 Brookwood Medical Center Drive
Birmingham, AL 35209

WHEN RECORDED MAIL TO:

Financial Documents
SouthTrust Bank, National Association
P.O. Box 52300
Birmingham, AL 35209

SEND TAX NOTICES TO:

CAROLINE MARTIN SMITH
1856 STONEBROOK LANE
BIRMINGHAM, AL 35242

206959

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

F.A.E.L.S.
Order # 1744596



074000000000007388000115

THIS MODIFICATION OF MORTGAGE dated January 14, 2000, is made and executed between CAROLINE MARTIN SMITH; SINGLE (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Brookwood Medical Center 523, 2006 Brookwood Medical Center Drive, Birmingham, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 17, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON OCTOBER 21, 1998, IN INSTRUMENT NO.1998-41147 IN SHELBY COUNTY .

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

LOT 12-B, ACCORDING TO THE SURVEY OF THE COTTAGES OF BROOK HIGHLAND, AS RECORDED IN MAP BOOK 16, PAGE 129, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 1856 STONEBROOK LANE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$ 12,000 TO \$ 20,000. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 8,000.

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 JANUARY 14, 2000. 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 Caroline Martin Smith (Seal)
CAROLINE MARTIN SMITH, Individually

LENDER:

x 92777 (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CONNIE STOVES, Loan Processor Ln#96887366
Address: 236 Goodwin Crest Drive 5th Floor
City, State, ZIP: Birmingham, AL 35209

Inst # 2000-21757

06/29/2000-21757
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 23.00



"074000000000072600011 6"

**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CAROLINE MARTIN SMITH, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of April, 2000.

Cindy M. Walker
Notary Public

My commission expires Jan 2001

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

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 and who is known to me, acknowledged before me on this day that, being informed of the contents of said _____, 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 _____ day of _____, 20____.

Notary Public

My commission expires _____

Inst # 2000-21757

06/29/2000-21757
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 23.00