

**RECORDATION REQUESTED BY:**

SouthTrust Bank  
Brook Highland 320  
5376 Highway 280  
Birmingham, AL 35242

**WHEN RECORDED MAIL TO:**

SouthTrust Bank  
Attn: Consumer Loan Group  
P O Box 830826  
Birmingham, AL 35209

**SEND TAX NOTICES TO:**

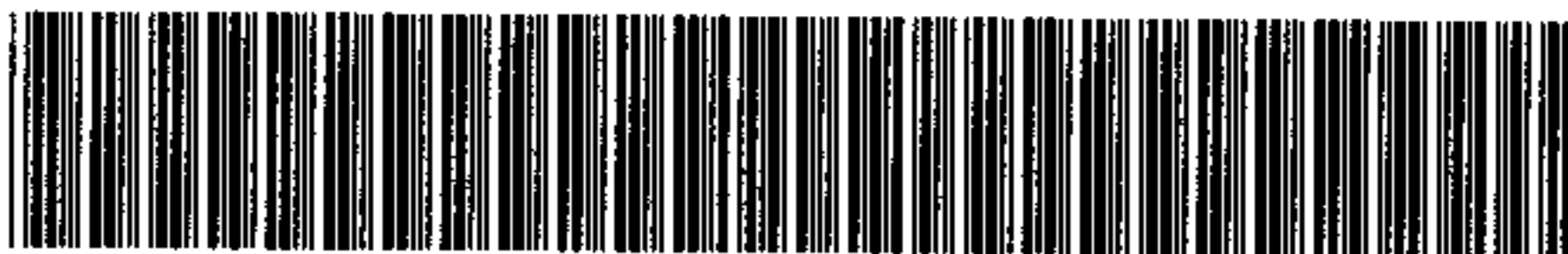
MALCOLM C JOHNSON  
KAY JOHNSON  
2150 CAMERON CIRCLE  
BIRMINGHAM, AL 35242

Inst # 2000-43205

12/14/2000-43205  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 159.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*07400000009549740700011 2\*

**THIS MODIFICATION OF MORTGAGE** dated November 29, 2000, is made and executed between MALCOLM C JOHNSON and KAY JOHNSON; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is Brook Highland 320, 5376 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 26, 1993 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 04-29-93 IN INSTRUMENT NO 199-12039.**

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

LOT 24, ACCORDING TOT HE SURVEY OF ST IVES AT GREYSTONE IN MAP BOOK 15, PAGE 70 A AND B IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

The Real Property or its address is commonly known as 2150 CAMERON CIRCLE, BIRMINGHAM, AL 35242.

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

**INCREASE MORTGAGE FROM \$28,000.00 TO \$125,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 97,000.00.**

**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 NOVEMBER 29, 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 MALCOLM C JOHNSON (Seal)  
MALCOLM C JOHNSON, Individually

x KAY JOHNSON (Seal)  
KAY JOHNSON, Individually

**LENDER:**

x Per Johnson (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: MICHELE ODOM, PROCESSOR  
Address: 234 GOODWIN CREST DRIVE  
City, State, ZIP: BIRMINGHAM, AL 35209



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MODIFICATION OF MORTGAGE  
(Continued)

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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 **MALCOLM C JOHNSON and KAY JOHNSON**, 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 29<sup>th</sup> day of Nov., 2000.

[Signature]  
Notary Public

MY COMMISSION EXPIRES

My commission expires FEBRUARY 22, 2002.

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 \_\_\_\_\_

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