

RECORDATION REQUESTED BY:

SouthTrust Bank
Southside 306
2401 6th Avenue South
Birmingham, AL 35233

WHEN RECORDED MAIL TO:

SOUTHTRUST BANK
MORTGAGE RECORDING DEPT
6434 1ST AVENUE NORTH
BIRMINGHAM, AL. 35212

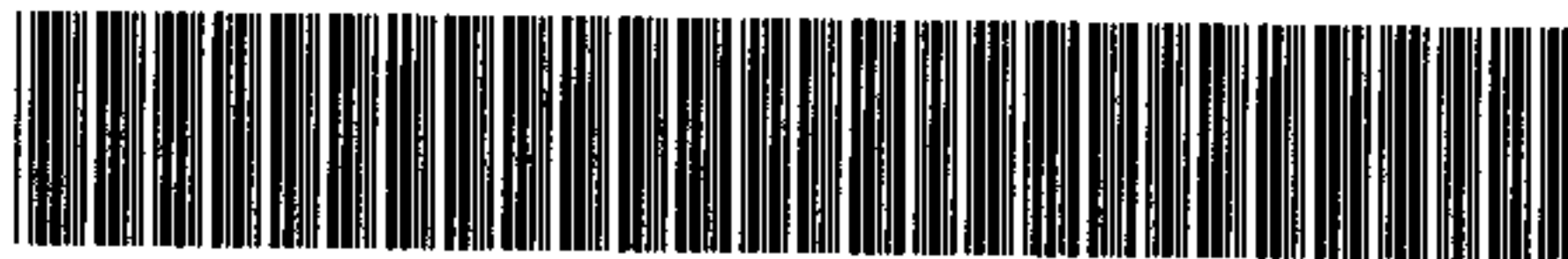
SEND TAX NOTICES TO:

MICHAEL A LAWLEY
MARY M LAWLEY
1038 SPYGLASS LANE
BIRMINGHAM, AL 35244

STEWART NATIONAL TITLE, INC.
3595 GRANDVIEW PARKWAY
SUITE 350
BIRMINGHAM, AL 35243

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated January 16, 2001, is made and executed between MICHAEL A LAWLEY and MARY M LAWLEY; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is Southside 306, 2401 6th Avenue South, Birmingham, AL 35233 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 23, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED MARY 12, 1997 IN INSTRUMENT NO 1997-14682.

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

LOT 6-B, ACCORDING TO THE FIRST AMENDED MAP OF HEATHERWOOD, 9TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 19, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1038 SPYGLASS LANE, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$75,000.00 TO \$169,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$94,000.00.

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 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 16, 2001. 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 Michael A. Lawley (Seal)
MICHAEL A LAWLEY, Individually

x Mary M. Lawley (Seal)
MARY M LAWLEY, Individually

LENDER:

x Stephen D. Friese (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LINDA PAYDO, LOAN PROCESSOR LN#95027762
Address: 234 GOODWIN CREST DRIVE
City, State, ZIP: BIRMINGHAM, AL 35209

Inst # 2001-04232

02/06/2001-04232
12:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 4MB 155.00



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**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 **MICHAEL A LAWLEY and MARY M LAWLEY**, 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 19th day of January, 2001.

Eileen B. Samuel

Notary Public

COMMISSION EXPIRES
JANUARY 11, 2004

My commission expires

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 19th day of January, 2001.

Eileen B. Samuel

Notary Public

COMMISSION EXPIRES
JANUARY 11, 2004

My commission expires

Inst # 2001-04232

02/06/2001-04232
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