

RECORDATION REQUESTED BY:

SouthTrust Bank
Medical Center East 340
50 Medical Park Drive East
Birmingham, AL 35235

#9500415691

WHEN RECORDED MAIL TO:

SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

STEWART NATIONAL
3595 GRANDVIEW AVE
SUITE 350
BIRMINGHAM, AL 35203

SEND TAX NOTICES TO:

CYNTHIA ANN MOWERY
22 MONTE BELLO LANE
MONTEVALLO, AL 35115

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 21, 2001, is made and executed between CYNTHIA ANN MOWERY; UNMARRIED (referred to below as "Grantor") and SouthTrust Bank, whose address is 50 Medical Park Drive East, Birmingham, AL 35235 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 14, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 07/19/01 IN INSTRUMENT 2001-29904.

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

LOT 22, ACCORDING TO THE SURVEY OF MONTE BELLO, AS RECORDED IN MAP BOOK 6, PAGE 23, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 22 MONTE BELLO LANE, MONTEVALLO, AL 35115.

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

INCREASE MORTGAGE FROM \$10,000.00 TO \$20,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000.00.

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 AUGUST 21, 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 Cynthia Ann Mowery (Seal)
CYNTHIA ANN MOWERY, Individually

LENDER:

x Cecely McCell (Seal)
Authorized Signer

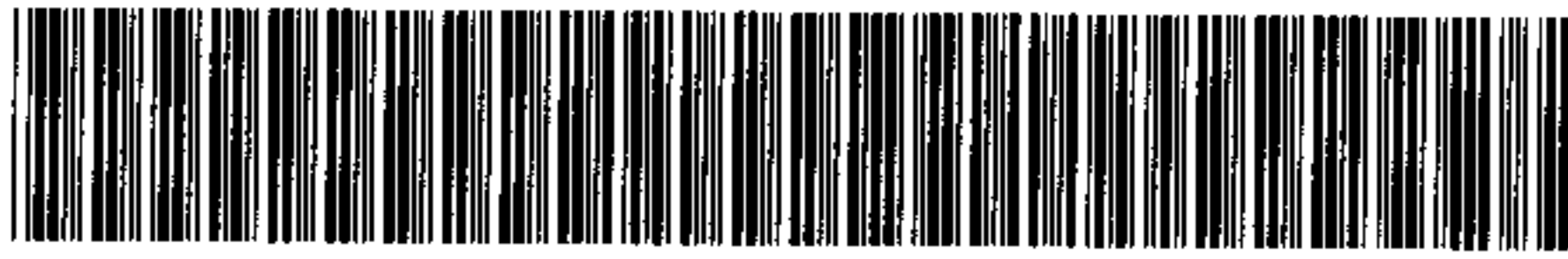
CAM

This Modification of Mortgage prepared by:

Name: KAY MANASCO, Loan Processor
Address: 234 Goodwin Crest Drive 5th Floor
City, State, ZIP: Birmingham, AL 35209

Inst # 2001-39061

09/11/2001-39061
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 29.00



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**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF AL)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CYNTHIA ANN MOWERY**, 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 10 day of August, 2001.

Glenda Faye Carr
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

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 # 2001-39061

09/11/2001-39061
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KSB 29.00