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RECORDATION REQUESTED BY:

SouthTrust Bank
Baptist Medical Center 333
860 Montclair Road
Birmingham, AL 35213

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

BOBBY E SMITH
JANET B SMITH
1479 HIGHLAND LAKES TRAIL
BIRMINGHAM, AL 35242

Inst # 2002-06570

02/07/2002-06570
10:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HEL 126.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated January 11, 2002, is made and executed between **BOBBY E SMITH** and **JANET B SMITH; HUSBAND AND WIFE** (referred to below as "Grantor") and SouthTrust Bank, whose address is 860 Montclair Road, Birmingham, AL 35213 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 25, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 11-27-01 INSTRUMENT #2001-51078.

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

LOT 354, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 3RD SECTOR, PHASE III, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 23, PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1479 HIGHLAND LAKES TRAIL, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$35,000.00 TO \$110,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$75,000.00.

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 11, 2002.

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 Bobby E Smith (Seal)
BOBBY E SMITH, Individually

x Janet B Smith (Seal)
JANET B SMITH, Individually

LENDER:

x Laurea Haygood (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CAROL JULIANO, Loan 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 Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BOBBY E SMITH and JANET B SMITH, HUSBAND AND WIFE**, 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 11th day of January, 2002.
James S. Haygood
Notary Public

MY COMMISSION EXPIRES
My commission expires JUNE 26, 2004

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 _____

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