

RECORDATION REQUESTED BY:

SouthTrust Bank
Oak Mountain 345
2261 Highway 31 South
Pelham, AL 35124

20030602000337270 Pg 1/2 272.00
Shelby Cnty Judge of Probate, AL
06/02/2003 09:37:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

RHEUBEN A DAWSON
JOYCE L DAWSON
2579 COMANCHE DR
BIRMINGHAM, AL 35244-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000000950124612900011 0

THIS MODIFICATION OF MORTGAGE dated April 3, 2003, is made and executed between RHEUBEN A DAWSON, J/T/W/R/O/S and JOYCE L DAWSON, J/T/W/R/O/S; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 29, 1987 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED: 07/14/1987, VOLUME: 140, PAGE: 510.

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

Legal Description

All that certain parcel of land situated in CITY OF BIRMINGHAM being known as LOT 17-A, RESURVEY OF LOTS 14, 15, 16, 17, 18 AND 19, THIRD SECTOR, INDIAN VALLEY SUBDIVISION, MAP BOOK 5, PAGE 129; BEING THE SAME PREMISES AS CONVEYED TO RHEUBEN A. DAWSON AND JOYCE L. DAWSON FROM C & T HOMEBUILDERS, INC.
and being more fully described in Deed Book 289 Page 348 recorded on 10/26/1974 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 2579 COMANCHE DR, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$25,000.00 TO \$197,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$172,000.00.

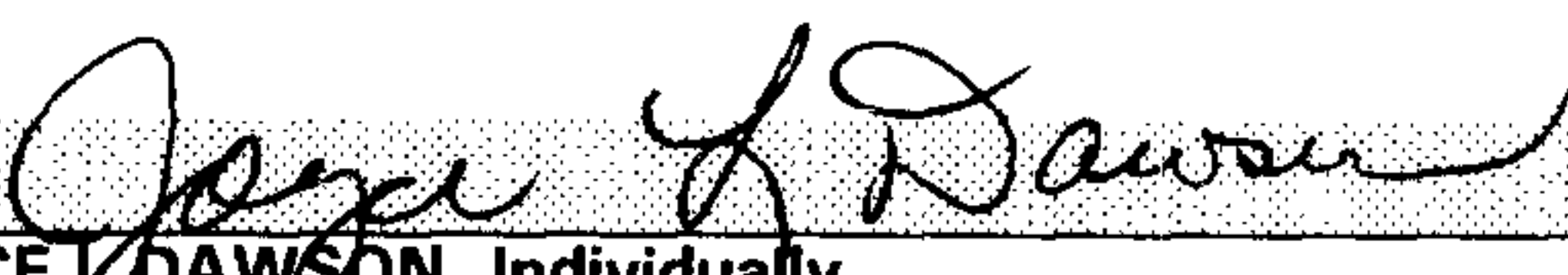
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 APRIL 3, 2003.

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  (Seal)
RHEUBEN A DAWSON, Individually

x  (Seal)
JOYCE L DAWSON, Individually

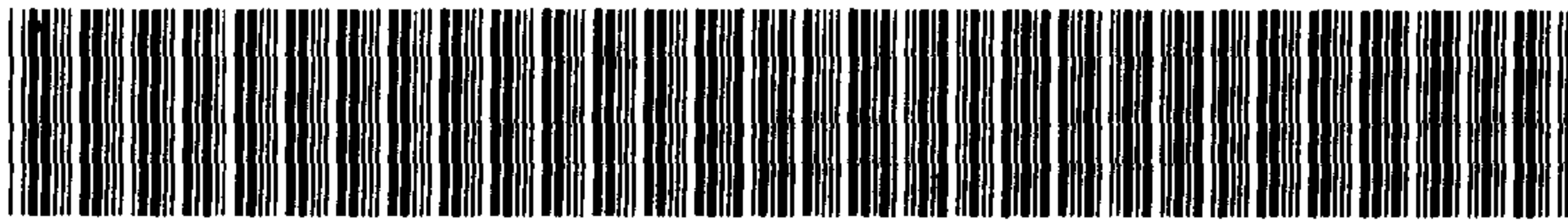
LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KENYADA ELLIS, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, AL 35209

jd



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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 **RHEUBEN A DAWSON and JOYCE L DAWSON, 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 3rd day of April, 20 03.

Sherry Walcott
Notary Public

MY COMMISSION EXPIRES
NOVEMBER 11, 2006.

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

jid
pb