


RECORDATION REQUESTED BY:

SouthTrust Bank
Eastlake 302
7524 1st Avenue North
Birmingham, AL 35206


20031027000714850 Pg 1/2 44.00
Shelby Cnty Judge of Probate, AL
10/27/2003 10:37:00 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:

CAROL S BURT; A/K/A: CAROL SUE BURT; F/K/A: CAROL
SUE WILLOUGHBY
628 NARROWS POINT WAY
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000000950136661200011 0

THIS MODIFICATION OF MORTGAGE dated September 29, 2003, is made and executed between **CAROL S BURT; A/K/A: CAROL SUE BURT; F/K/A: CAROL SUE WILLOUGHBY; SINGLE** (referred to below as "Grantor") and **SouthTrust Bank**, whose address is **7524 1st Avenue North, Birmingham, AL 35206** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 30, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE: JULY 15, 2003, INSTRUMENT #20030715000445600, PAGE 1/7 IN SHELBY COUNTY, AL.

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

All that certain parcel of land situated in CITY OF BIRMINGHAM being known as LOT 8, ACCORDING TO THE FINAL RECORD PLAT OF NARROWS POINT, AS RECORDED IN MAP BOOK 26, PAGE 81 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-9755 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREIN AFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION"), TAX ID # 09-4-20-4-002-*008-000, and being more fully described in DEED BOOK PAGE recorded on 07/08/2003 among the land records of SHELBY County, AL.

Being the same property conveyed to CAROL SUE WILLOUGHBY by deed from CHARLES H. BURT JR., CAROL SUE BURT dated 04/14/2003, recorded 07/08/2003, in DEED BOOK PAGE IN SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 628 NARROWS POINT WAY, BIRMINGHAM, AL 35242.

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


INCREASE MORTGAGE FROM \$9,000.00 TO \$29,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$20,000.00.

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 SEPTEMBER 29, 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:

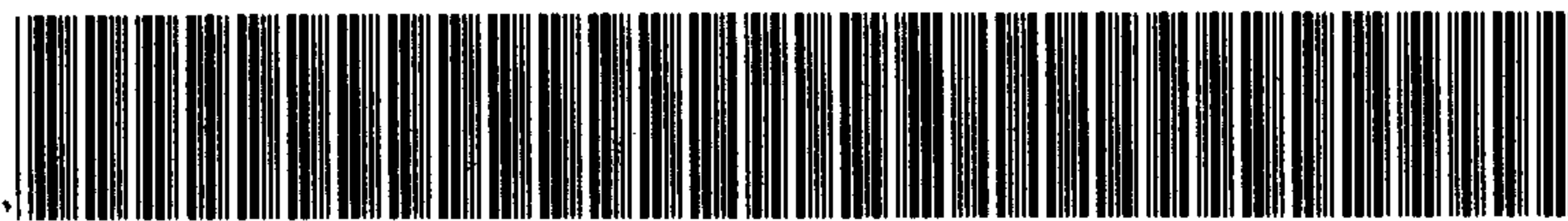
x  (Seal)
CAROL S BURT; A/K/A: CAROL SUE BURT; F/K/A:
CAROL SUE WILLOUGHBY, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CELINA SMITH, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, AL 35209



074000000000950136661200011 0

**MODIFICATION OF MORTGAGE
(Continued)**

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 **CAROL S BURT; A/K/A: CAROL SUE BURT; F/K/A: CAROL SUE WILLOUGHBY, SINGLE**, 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 6th day of October, 2003.
[Signature]
Notary Public

My commission expires _____
**MY COMMISSION EXPIRES
MARCH 15, 2005**

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 _____