

RECORDATION REQUESTED BY:

SouthTrust Bank
Pelham 338
3145 Highway 31 South
Pelham, AL 35124

20041101000599560 Pg 1/3 78.50
Shelby Cnty Judge of Probate, AL
11/01/2004 09:55:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

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

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

SEND TAX NOTICES TO:

MAUDOVENE CATER; SIGNED BY DONNA BERRY ATTORNEY
IN FACT FOR MAUDOVENE CATER
DONNA BERRY, A/K/A DONNA ANNETTE BERRY
167 SMOKEY ROAD
ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000000009567214200011 9

THIS MODIFICATION OF MORTGAGE dated October 8, 2004, is made and executed between MAUDOVENE CATER; SIGNED BY DONNA BERRY ATTORNEY IN FACT FOR MAUDOVENE CATER, AN UNMARRIED PERSON and DONNA BERRY, A/K/A DONNA ANNETTE BERRY, AN UNMARRIED PERSON (referred to below as "Grantor") and SouthTrust Bank, whose address is 3145 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 17, 1993 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

FILED 10-15-1993 IN BK 1993, PG 32131 SHELBY CO, AL RECORDS SECURING AN INDEBTEDNESS OF \$19,000.00.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 167 SMOKEY ROAD, ALABASTER, AL 35007.

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

INCREASE MORTGAGE FROM \$19,000.00 TO \$60,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$41,000.00.

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 endorers to the Note, including accommodation parties, unless a party is expressly released by Lender. Nothing. 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 OCTOBER 8, 2004.

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 *Maudovene Cater: Signed by*
Donna Berry Attorney in fact for (Seal)
MAUDOVENE CATER, SIGNED BY DONNA BERRY
ATTORNEY IN FACT FOR MAUDOVENE CATER
Maudovene Cater

x *Donna Berry* (Seal)
DONNA BERRY, A/K/A DONNA ANNETTE BERRY

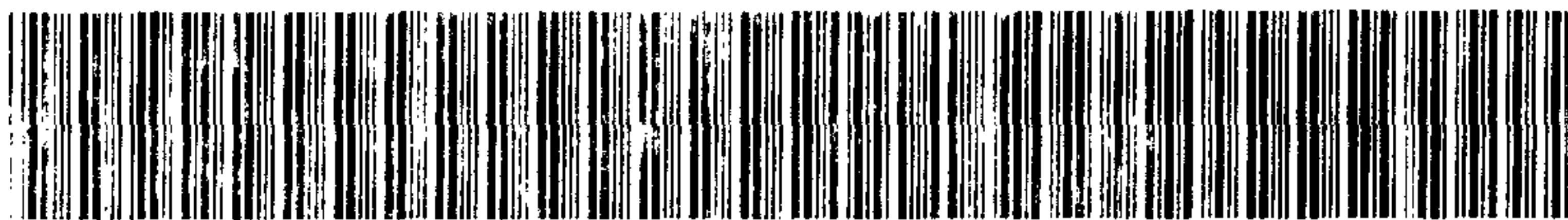
LENDER:

SOUTHTRUST BANK

x *Beverly D. Leight* (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SONDRA DAVIS, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, AL 35209



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MODIFICATION OF MORTGAGE
(Continued)

Page 2

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 **MAUDOVENE CATER; SIGNED BY DONNA BERRY ATTORNEY IN FACT FOR MAUDOVENE CATER and DONNA BERRY; A/K/A DONNA ANNETTE BERRY**, 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 8th day of October, 2004.
Beverly D. Wright
Notary Public
My commission expires 11-22-06

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 _____

EXHIBIT "A"

Commence at the SW corner of the SE 1/4 of SW 1/4 of Sec. 14, T21S, R3W, and in a northerly direction along the west line of said 1/4-1/4 run a distance of 327.31 feet to the north right of way line of Smokey Road; thence turn an angle of 125 deg. 45 min. to the right along said right of way line for a distance of 207.83 feet; thence turn an angle of 0 deg. 53 min. to the left along said right of way for a distance of 4.58 feet; thence turn an angle of 81 deg. 37 min. to the left along the westerly boundary line of the Jim M. Lawley property for a distance of 396.52 feet; thence turn an angle of 29 deg. 42 min. to the right for a distance of 144.0 feet; thence turn an angle of 6 deg. 56 min. to the left for a distance of 207.63 feet to the NW corner of property formerly owned by Arlin C. Isbell and Pauline Isbell to the point of beginning of the land herein described; thence turn an angle of 124 deg. 27 min. to the right along the west boundary line of said property for a distance of 210.84 feet; thence continue along the same said course for a distance of 200.0 feet to the north right of way line of Smokey Road; thence turn an angle of 117 deg. 36 min. to the left along said right of way in a northeasterly direction for a distance of 134.00 feet to a point; thence turn an angle of 62 deg. 24 min. to the left and run northerly 410.84 feet to a point on the north boundary of said property formerly owned by the Isbells; thence run westerly along the north boundary of said property 134 feet to the point of beginning.

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