

RECORDATION REQUESTED BY:

SouthTrust Bank, National Association
Homewood 309
1725 28th Avenue South
Homewood, AL 35209

WHEN RECORDED MAIL TO:

Recorded Documents
SouthTrust Bank, National Association
P O Box 830828
Birmingham, AL 35208

SEND TAX NOTICES TO:

EDWARD F. PARKER, SR
ELIZABETH L. PARKER
1974 LAKEMONT DRIVE
HOOVER, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated July 6, 1999, is made and executed between EDWARD F. PARKER, SR and ELIZABETH L. PARKER; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Homewood 309, 1725 28th Avenue South, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 20, 1994 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JULY 26, 1994 IN INSTRUMENT #1994-23378.

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

LOT 3, ACCORDING TO THE SURVEY OF SOUTHPOINTE, SIXTH SECTOR, PHASE ONE, AS RECORDED IN MAP BOOK 14, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1974 LAKEMONT DRIVE, HOOVER, AL 35244.

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

INCREASE MORTGAGE FROM \$28,200 TO \$50,000. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$21,800.

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 JULY 6, 1999. 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 Edward F. Parker, Sr. (Seal)
EDWARD F. PARKER, SR, Individually

X Elizabeth L. Parker (Seal)
ELIZABETH L. PARKER, Individually

Signed, acknowledged and delivered in the presence of:

X Christy L. [Signature]
Witness

X Betty W. [Signature]
Witness

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALICIA TARVER
Address:
City, State, ZIP:

Inst # 1999-32398

08/03/1999-32398
10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 43.70

