

RECORDATION REQUESTED BY:

SouthTrust Bank, National Association
Vestavia 307
641 Montgomery Highway
Vestavia, AL 35216

WHEN RECORDED MAIL TO:

Recorded Documents
SouthTrust Bank, National Association
P O Box 830828
Birmingham, AL 35209

SEND TAX NOTICES TO:

JANET L DAVIS
4929 INDIAN VALLEY ROAD
BIRMINGHAM, AL 35244

Inst # 1999-37972

09/10/1999-37972
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
802 CH 24.58

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated July 27, 1999, is made and executed between JANET L DAVIS; AN UNMARRIED WOMAN (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Vestavia 307, 641 Montgomery Highway, Vestavia, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 8, 1987 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE LOAN DATED MAY 8, 1987, RECORDED MAY 27, 1987, IN BOOK 132 AT PAGE 272.

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

LOT 3, IN BLOCK 2, ACCORDING TO THE SURVEY OF INDIAN VALLEY, 6TH SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4929 INDIAN VALLEY ROAD, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$21000.00 TO \$30000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$9000.00.

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 JULY 27, 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 Janet L Davis (Seal)
JANET L DAVIS, Individually

Signed, acknowledged and delivered in the presence of:

X [Signature]
Witness

X [Signature]
Witness

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALLISON BROWNLEE, Loan Processor
Address: 234 Goodwin Crest Drive 5th Floor
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 SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JANET L DAVIS, 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 2 day of August, 1999.

Gary Marshall
(Notary Public)

MY COMMISSION EXPIRES

My commission expires APRIL 10, 2002

LENDER 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 _____ 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 _____, 19____.

Notary Public

My commission expires _____

ILASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.10.03 (c) 1997,1998 CR Pro Services, Inc. All Rights Reserved AL 4107WINGCPLALH201 PC TR 0471 PR ALH2UNC1

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