

**RECORDATION REQUESTED BY:**

SouthTrust Bank, National Association  
Hoover 323  
1800 Montgomery Highway  
Hoover, AL 35216

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

JOANN HARRELL  
11 MAYFLY LANE  
SHELBY, AL 35143

Inst # 1999-52614

12/30/1999-52614  
11:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 15.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*074000000850009269800011 9\*

**THIS MODIFICATION OF MORTGAGE** dated November 8, 1999, is made and executed between JOANN HARRELL; AN UNMARRIED WOMAN (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Hoover 323, 1800 Montgomery Highway, Hoover, AL 35216 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 29, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**MORTGAGE LOAN RECORDED AUGUST 3, 1999, IN BOOK 1999, AT PAGE 32396.**

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

**PARCEL I:**

LOT NUMBER 1, AS PER MAP OF BENSON'S CAMP ON WAXHATCHEE CREEK WHICH IS RECORDED IN MAP BOOK 4, PAGE 28 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

**PARCEL II:**

ALSO, BEGIN AT THE NORTHEAST CORNER OF LOT 1, BENSON'S CAMP, AS RECORDED IN MAP BOOK 4, PAGE 28, PROBATE COURT, COLUMBIANA, SHELBY COUNTY, ALABAMA. THENCE EASTERLY ALONG THE PROJECTION OF SAID LOT 1, 50.20 FEET TO A POINT, THENCE 90 DEGREES 0 MINUTES RIGHT 15.0 FEET TO THE WATER LINE OF WAXAHATCHEE CREEK SLOUGH, THENCE SOUTHWESTERLY ALONG SAID WATER LINE OF SAID SLOUGH 39.28 FEET, MORE OR LESS, TO A POINT ON THE WATER LINE OF LOT 1 AS PROJECTED, THENCE WESTERLY ALONG SAID PROJECTED LINE 41.98 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THENCE 91 DEGREES 42 MINUTES RIGHT 50.0 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 11 MAYFLY LANE, SHELBY, AL 35143.

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

**INCREASE MORTGAGE FROM \$10,000.00 TO \$13,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$3,000.00.**

**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 NOVEMBER 8, 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  (Seal)  
JOANN HARRELL, Individually

**LENDER:**

x  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALLISON BROWNLEE, Loan Processor Ln#8500092698  
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 JOANN HARRELL, 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 11 day of November, 19 99

Chad Michael Colwell  
Notary Public

My commission expires March 8, 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 and who is known to me, acknowledged before me on this day that, being informed of the contents of said, 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 11 day of November, 19 99

Chad Michael Colwell  
Notary Public

My commission expires March 8, 2002

Inst # 1999-32614

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11:05 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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