

RECORDATION REQUESTED BY:

SouthTrust Bank, N. A.
Business Center Administration
112 North 20th Street, 4th floor
P. O. Box 2554
Birmingham, AL 35203

WHEN RECORDED MAIL TO:

SouthTrust Bank, N. A.
Attn: Document Management
P. O. Box 2554
Birmingham, AL 35290-2554

SEND TAX NOTICES TO:

Cahaba Practice Real Estate
2508 U.S. Highway 31 South
Pelham, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

0740000618202761516000127

THIS MODIFICATION OF MORTGAGE dated March 28, 2000, is made and executed between Cahaba Practice Real Estate, whose address is 2508 U.S. Highway 31 South, Pelham, AL 35124 (referred to below as "Grantor") and SouthTrust Bank, N. A., whose address is Business Center Administration, 112 North 20th Street, 4th floor, P. O. Box 2554, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 25, 1995 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded in Instrument #1995-26720 in the office of the Judge of Probate of Shelby County.

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 2508 U.S. Highway 31 South, Pelham, AL 35124.

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

Mortgage is hereby modified to increase the amount of indebtedness from \$400,000.00 to \$500,000.00.

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 endorser 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 MARCH 28, 2000. 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:

CAHABA PRACTICE REAL ESTATE

By:


Robert C. Snyder, General Partner of Cahaba
Practice Real Estate

(Seal)

LENDER:

x


Authorized Signed

VICE PRESIDENT

(Seal)

This Modification of Mortgage prepared by:

Name: Todd Ferguson
Address:
City, State, ZIP:

Inst # 2000-11784

04/10/2000-11784
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 900 162.50



0748000510002781818000127

**MODIFICATION OF MORTGAGE
(Continued)**

Page 2

PARTNERSHIP 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 Robert C. Snyder

of SouthTrust Bank, N.A.
a General partnership, 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, he or she, as such general partner or designated agent and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 28th day of March, 2000

Brian L. Bennett
Notary Public

My commission expires June 28, 2000

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 Toel Ferguson, Vice President
of SouthTrust Bank, N.A. 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 28th day of March, 2000

Brian L. Bennett
Notary Public

My commission expires June 28, 2000

EXHIBIT "A"

A tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; described as follows:

Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, and run North along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 1344.41 feet; thence right $90^{\circ}45'30''$ and run Easterly 348.63 feet; thence right $112^{\circ}34'30''$ and run Southwesterly 245.95 feet; thence left $90^{\circ}00'$ and run Southeasterly 819.61 feet to the point of beginning; thence continue along last described course a distance of 250.0 feet to a point of intersection with the Westerly right of way line of U.S. Highway No. 31; thence left $85^{\circ}04'30''$ and run Northeasterly along said road right of way line 125.00 feet; thence left $94^{\circ}55'30''$ and run Northwesternly 260.73 feet; thence left $90^{\circ}00'$ and run Southwesterly 124.54 feet to the point of beginning, being situated in Shelby County, Alabama.

ALSO an easement for ingress and egress which is described as follows:

An easement 20 feet wide, 10 feet each side of a line described as follows:

Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, and run North along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section 1344.41 feet; thence right $90^{\circ}45'30''$ and run Easterly 348.63 feet; thence right $112^{\circ}34'30''$ and run Southwesterly 245.95 feet; thence left $90^{\circ}00'$ and run Southeasterly 819.61 feet; thence left $85^{\circ}04'30''$ and run Northeasterly 125.00 feet to point of beginning of said center line; thence right $85^{\circ}04'30''$ and run 250 feet to point of ending of said line; being situated in Shelby County, Alabama.

Inst # 2000-11784

04/10/2000-11784
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DJS SNA 163.50