

RECORDATION REQUESTED BY:

SouthTrust Bank
Oak Mountain 345
2261 Highway 31 South
Pelham, AL 35124

WHEN RECORDED MAIL TO:

Recorded Documents
SouthTrust Bank
P O Box 830826
Birmingham, AL 35209

SEND TAX NOTICES TO:

EDWIN F BELUE
3418 INDIAN LAKE TRL
PELHAM, AL 35124

Inst # 2000-40719

11/28/2000-40719
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 C31 71.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

F.A.E.L.S. 1997677
Order #



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THIS MODIFICATION OF MORTGAGE dated July 21, 2000, is made and executed between EDWIN F BELUE; AN UNMARRIED PERSON (referred to below as "Grantor") and SouthTrust Bank, whose address is Oak Mountain 345, 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED OCTOBER 21, 1998 INSTRUMENT NO. 1998-41156 IN SHELBY COUNTY RECORDS.

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN JEFFERSON COUNTY, ALABAMA, TO-WIT:

PART OF LOT 2, ACCORDING TO THE SURVEY OF KING PROPERTY SURVEY, AS RECORDED IN MAP BOOK 9, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH WEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 1073.50 FEET, THENCE 90 DEG. 54' LEFT NORTHERLY 239.58 FEET TO THE POINT OF BEGINNING OF TRACT OF LAND HEREIN DESCRIBED, THENCE CONTINUE ALONG THE LAST MENTIONED COURSE 160.00 FEET TO THE SOUTH RIGHT-OF-WAY BOUNDARY OF A PAVED STREET, THENCE 80 DEG. 01' LEFT ALONG SAID STREET 109.46 FEET TO THE POINT OF CURVE TO THE LEFT SAID CURVE BEING SUBTENDED BY A CENTRAL ANGLE OF 26 DEG. 23' 30" AND RADIUS OF 236.82 FEET, THENCE AROUND THE ARC OF SAID CURVE 110.0 FEET, THENCE 81 DEG. 01' LEFT FROM TANGENT 174.17 FEET, THENCE 82 DEG. 34' 30" LEFT EASTERLY 194.43 FEET MORE OF LESS TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3418 INDIAN LAKE TRL, PELHAM, AL 35124.

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

INCREASE MORTGAGE FROM \$ 50,000.0 TO \$ 88,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 38,000.00.

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 JULY 21, 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:

X Edwin F. Belue (Seal)
EDWIN F BELUE, Individually

LENDER:

X Grey Wolchul (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: DENISE SPAFFORD, LOAN PROCESSOR LN# 95482095
Address: 234 GOODWIN CREST DR
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 **EDWIN F BELUE**, 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 21st day of July, 2000

Judith West
Notary Public

My commission expires _____

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 21st day of July, 2000

Judith West
Notary Public

My commission expires _____

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