

RECORDATION REQUESTED BY:

SouthTrust Bank
Hoover 323
1600 Montgomery Highway
Hoover, AL 35216

WHEN RECORDED MAIL TO:

SouthTrust Bank
Hoover 323
1600 Montgomery Highway
Hoover, AL 35216

SEND TAX NOTICES TO:

GARY E STRYKER
108 CRESTMONT LANE
PELHAM, AL 35124

RECEIVED
SHELBY COUNTY JUDGE OF PROBATE
BIRMINGHAM, AL 35203
12/15/2000

Inst # 2001-01160

01/11/2001-01160
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
56.00
902 CJ1

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000950011897200011 A

THIS MODIFICATION OF MORTGAGE dated December 15, 2000, is made and executed between **GARY E STRYKER; AN UNMARRIED MAN** (referred to below as "Grantor") and **SouthTrust Bank**, whose address is Hoover 323, 1600 Montgomery Highway, Hoover, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 4, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

\$30,000.00 MORTGAGE DATED 8/4/99, RECORDED 9/10/99 IN INSTRUMENT NO. 1999/37971 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

LOT 5, ACCORDING TO A RESURVEY OF CRESTMONT, AS RECORDED IN MAP BOOK 22, PAGE 30, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. (B20005135)

The Real Property or its address is commonly known as 108 CRESTMONT LANE, PELHAM, AL 35124.


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

THE PURPOSE OF THIS LOAN IS TO DECREASE THE LOAN AMOUNT TO \$28,000.00 AND EXTEND THE MATURITY DATE BY 15 YEARS.

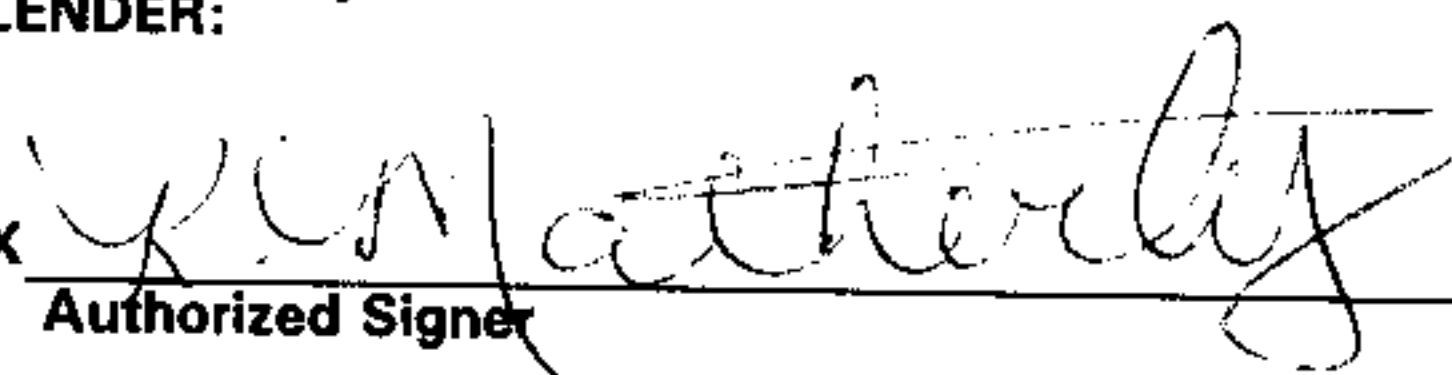
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 DECEMBER 15, 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  (Seal)
GARY E STRYKER, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: KERRIE MAYNARD, LOAN PROCESSOR LN# 9500118972
Address: 234 GOODWIN CREST DRIVE
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 **GARY E STRYKER**, 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 15th day of December, 2000.
Chad Michael Cotton
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 _____ day of _____, 20____.

Notary Public

My commission expires _____

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