

RECORDATION REQUESTED BY:

SouthTrust Bank
Rocky Ridge 347
2527 Rocky Ridge Road
Birmingham, AL 35243

WHEN RECORDED MAIL TO:

Myra Ray - SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

WILLIAM L DOUGLAS
TERESA R DOUGLAS
2447 LANCASTER CIRCLE
BIRMINGHAM, AL 35242

STEWART NATIONAL TITLE, INC.
3595 GRANDVIEW PARKWAY
SUITE 350
BIRMINGHAM, AL 35243

Inst # 2001-05209

02/14/2001-05209
11:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
29.00
002 NMB

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000009514307500011 6

THIS MODIFICATION OF MORTGAGE dated January 25, 2001, is made and executed between WILLIAM L DOUGLAS and TERESA R DOUGLAS; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is Rocky Ridge 347, 2527 Rocky Ridge Road, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 9, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12-4-98 IN INSTRUMENT NO 1998-48146.

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

LOT 14, ACCORDING TO THE SURVEY OF ALTADENA WOODS, FOURTH SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 62, IN THE OFFICE OF JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2447 LANCASTER CIRCLE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$50,000.00 TO \$60,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000.00.

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 JANUARY 25, 2001. 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 William L Douglas (Seal)
WILLIAM L DOUGLAS, Individually

X Teresa R Douglas (Seal)
TERESA R DOUGLAS, Individually

LENDER:

X Sherry Taylor (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: LINDA PAYDO, LOAN PROCESSOR LN#95143075
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 **WILLIAM L DOUGLAS and TERESA R DOUGLAS**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of January, 20 01.

Sheila Sharpe Kimbrough
Notary Public

My commission expires 6-10-2003

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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