

RECORDATION REQUESTED BY:

SouthTrust Bank  
Inverness 346  
4651 Highway 280 East  
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:

DAVID P BURFORD  
5229 ENGLISH WAY  
BIRMINGHAM, AL 35242

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*074000000009599046000011 1\*

THIS MODIFICATION OF MORTGAGE dated January 12, 2001, is made and executed between DAVID P BURFORD; A SINGLE PERSON (referred to below as "Grantor") and SouthTrust Bank, whose address is Inverness 346, 4651 Highway 280 East, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 11, 1998 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

RECORDED 10-21-98 IN INSTRUMENT NO. 1998-41098.

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

LOT 51, ACCORDING TO THE 1ST AMENDED PLAT OF FINAL RECORD PLAT OF GREYSTONE FARMS, ENGLISH TURN SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 19 PAGE 142 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. (B010101)

The Real Property or its address is commonly known as 5229 ENGLISH WAY, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$33,000.00 TO \$43,000.00. 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 12, 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 [Signature] (Seal)  
DAVID P BURFORD, Individually

LENDER:

X [Signature] (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: QUITA FORMBY, LOAN PROCESSOR  
Address: 234 GOODWIN CREST DRIVE  
City, State, ZIP: BIRMINGHAM, AL 35209

Inst # 2001-05215

02/14/2001-05215  
11:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 29.00



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MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) SS  
COUNTY OF JEFFERSON Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID P BURFORD, 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 17<sup>th</sup> day of January, 2001.

MY COMMISSION EXPIRES

My commission expires SEPTEMBER 10, 2004.

Tracy A. Kelly  
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) SS  
COUNTY OF JEFFERSON 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 17<sup>th</sup> day of January, 2001.

MY COMMISSION EXPIRES

My commission expires SEPTEMBER 10, 2004.

Tracy A. Kelly  
Notary Public

Inst # 2001-05215

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