## **RÉCORDATION 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

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 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 Additional 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 **Act and 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 PURP()SES, 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 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 MOFITGAGE 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:

DAVID P BURFORD, Individually

(Seal)

LENDER:

Authorized Signer

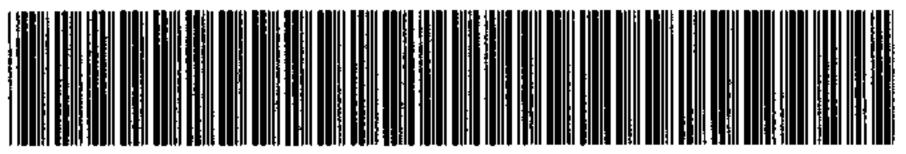
(Seal)

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

O2/14/2001-05215
11:13 AM CERTIFIED
SHELBY COUNTY JUISE OF PROBATE
002 MMB 29.00



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## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ALABAMA	)
	) SS
COUNTY OF JEFFERSON Shelby	}
_	c in and for said county in said state, hereby certify that <b>DAVID P BURFORD</b> , whose name is signed known to me, acknowledged before me on this day that, being informed of the contents of said voluntarily on the day the same bears date.
Given under my hand and official seal this _	17-5 day of January, 2001.  Trock a. Kelle
MY CENTRESSION	Notary Public
My commission expires Expression 10	
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 informe voluntarily for and as the act of said corpora	d of the contents of said, he or she, as such officer and with full authority, executed the same ation.
Given under my hand and official seal this _	1 1 day of farman . 2001.
MY CENNISSION	NEXIFERES Notary Public
BETTANGER 10, ECUS	
My commission expires	

ILASER PRO Lending, Reg. U.S. Pat. & T.M. DFF., Ver. 5.12.03.06 (c) Concentrex 1997, 2001. All Rights Reserved. - AL. c:\CFIWIN\CFI\LPL\G201.FC TR-97037 PR-ALHELINC|

Inst # 2001-05215

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

005 NNB

29.00