

RECORDATION REQUESTED BY:

SouthTrust Bank  
Vestavia 307  
641 Montgomery Highway  
Vestavia, AL 35216

WHEN RECORDED MAIL TO:

SouthTrust Bank  
Vestavia 307  
641 Montgomery Highway  
Vestavia, AL 35216

SEND TAX NOTICES TO:

WILLIAM W COYNE  
SUSAN L COYNE  
2429 BROOK RUN  
BIRMINGHAM, AL 35244

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

2001-10274

03/21/2001-10274  
M CERTIFIED  
12:21 PM  
SHELBY COUNTY JUDGE OF PROBATE  
126.50  
002 MEL

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*074000000009538658200011 1\*

THIS MODIFICATION OF MORTGAGE dated February 14, 2001, is made and executed between WILLIAM W COYNE and SUSAN L COYNE; HUSBAND AND WIFE. (referred to below as "Grantor") and SouthTrust Bank, whose address is Vestavia 307, 641 Montgomery Highway, Vestavia, AL 35216 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 27, 1997 (the "Mortgage") which has been recorded in ~~JEFFERSON~~ County, State of Alabama, as follows:

*Shelby* RECORDED 03-18-97 IN INSTRUMENT NO. 1997/8344.

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

LOT 35, ACCORDING TO THE SURVEY OF SHADOW BROOK, AS RECORDED IN MAP BOOK 6, PAGE 102 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA. (B010731).

The Real Property or its address is commonly known as 2429 BROOK RUN, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$125,000.00 TO \$200,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$75,000.00.

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 FEBRUARY 14, 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 W. Coyne* (Seal)  
WILLIAM W COYNE, Individually

X *Susan L. Coyne* (Seal)  
SUSAN L COYNE, Individually

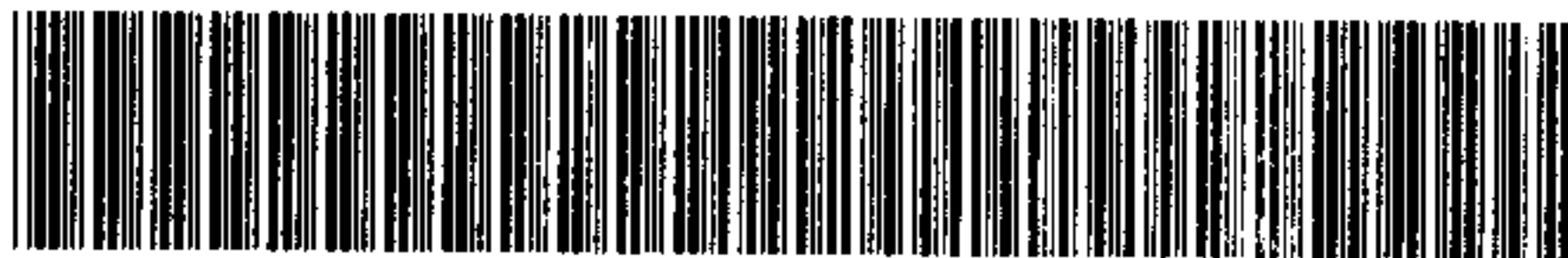
LENDER:

X *Kelly Marshall* (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: MARTIN BUSHELL, PROCESSOR - 95386582  
Address: 234 GOODWIN CREST DRIVE - 3RD FLOOR  
City, State, ZIP: BIRMINGHAM, AL 35209

*2/2/01*  
*SEC*



\*074000000009538658200011 1 \*

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) SS  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **WILLIAM W COYNE and SUSAN L COYNE**, 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 14 day of February, 2001.

My Commission Expires August 20, 2003.

Jennifer M. Beagden  
Notary Public

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) SS  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Kelly Thrash 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 14 day of February, 2001.

My Commission Expires August 20, 2003.

Jennifer M. Beagden  
Notary Public

My commission expires \_\_\_\_\_

Inst # 2001-10274

03/21/2001-10274  
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SHELBY COUNTY JUDGE OF PROBATE  
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WVE  
SLC