

RECORDATION REQUESTED BY:

SouthTrust Bank
Brook Highland 320
5376 Highway 280
Birmingham, AL 35242

WHEN RECORDED MAIL TO:

SouthTrust Bank
Brook Highland 320
5376 Highway 280
Birmingham, AL 35242

SEND TAX NOTICES TO:

MATTHEW G CACACE
KRISTIN CACACE
4194 EAGLE CREST DRIVE
BIRMINGHAM, AL 35242

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

Inst # 2001-12846

04/06/2001-12846
07:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 29.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated January 12, 2001, is made and executed between MATTHEW G CACACE and KRISTIN CACACE; HUSBAND AND WIFE. (referred to below as "Grantor") and SouthTrust Bank, whose address is Brook Highland 320, 5376 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 17, 1997 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

MODIFICATION RECORDED 10-21-98 IN BOOK 1998 AT PAGE 41144.

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT :

LOT 550, ACCORDING TO THE SURVEY OF EAGLE POINT, 5TH SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 138, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4194 EAGLE CREST DRIVE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$ 65,000.00 TO \$ 75,000.00. 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 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 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  (Seal)
MATTHEW G CACACE, Individually

X  (Seal)
KRISTIN CACACE, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: MARTIN BUSHELL, PROCESSOR
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 JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **MATTHEW G CACACE** and **KRISTIN CACACE**, 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 12th day of January, 2001.

MY COMMISSION EXPIRES

FEBRUARY 2002

My commission expires _____

[Signature]
Notary Public

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 _____ 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____.

My commission expires _____

Notary Public

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