

RECORDATION REQUESTED BY:

SouthTrust Bank
Oak Mountain 345
2261 Highway 31 South
Pelham, AL 35124

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:

PAUL R FRANK
SUE K FRANK
101 CHANDALAR DR
ALABASTER, AL 35007

Return To:

Stewart National Title
3595 Grandview Pkwy Ste 350
Birmingham, AL 35243

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated May 18, 2001, is made and executed between **PAUL R FRANK and SUE K FRANK; HUSBAND AND WIFE** (referred to below as "Grantor") and SouthTrust Bank, whose address is Oak Mountain 345, 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

OCTOBER 17, 1997 AND RECORDED INSTRUMENT NO. 1997- 33817.

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

LOT 133, ACCORDING TO THE MAP OF WEATHERLY, CHANDLER, SECTOR 16 AS RECORDED IN MAP BOOK 19, PAGE 151, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 101 CHANDALAR DR, ALABASTER, AL 35007.

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


INCREASE MORTGAGE FROM \$25,000.00 TO \$143,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$118,000.00.

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 MAY 18, 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)
PAUL R FRANK, Individually

x  (Seal)
SUE K FRANK, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: TANYA S BYRD
Address: 234 GOODWIN CREST DR/ 3RD FLOOR
City, State, ZIP: BIRMINGHAM, AL 35209

Inst # 2001-27048

07/02/2001-27048
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MB 191.00



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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 PAUL R FRANK and SUE K FRANK, 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 18th day of May, 20 01.
Helen F. Marker
Notary Public

My commission expires 2-13-02

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 _____

Inst # 2001-27048

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