## st # 2001-493

WHEN RECORDED MAIL TO:

SouthTrust Bank, Loan Operations Mortgage Recording - File Management P O Box 2233

Birmingham, AL 35201

Return To:

Stewart National Title

SEND TAX NOTICES TO:
KATHY B FISH
ROBERT FISH

ROBERT FISH 2508 INVERNESS POINT DR BIRMINGHAM, AL 35242 3595 Grandview Pkwy Ste 350 Birmingham, AL 35243

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **MODIFICATION OF MORTGAGE**



\*07400000009548003800011 1\*
THIS MODIFICATION OF MORTGAGE dated October 18, 2001, is made and executed between KATHY B FISH and ROBERT FISH; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 3089 Highway 150 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 20, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 01-20-99 IN INSTRUMENT NUMBER 1999-2508.

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

LOT 3 BLOCK 4, ACCORDING TO THE PLAT OF INVERNESS POINT, PHASE II, A SUBDIVISION OF INVERNESS AS RECORDED IN MAP

The Real Property or its address is commonly known as 2508 INVERNESS POINT DR, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$20,000.00 TO \$35,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$15,000.00.

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 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 OCTOBER 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:** 

LENDER:

KATHY B/FISH, Individually

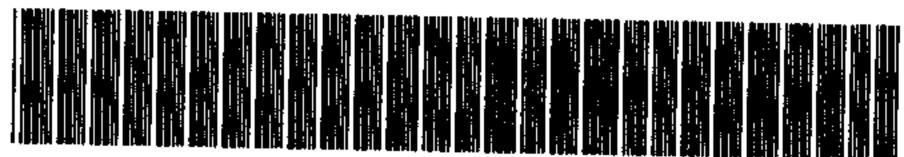
(Seal)

ROBERT FISH, Individually

1269I

This Modification of Mortgage prepared by:

Name: MICHELE ODOM, Loan Processor Address: 234 Goodwin Crest Drive 5th Floor City, State, ZIP: Birmingham, AL 35209



\*074000000009548003800011 1\*

## MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT		
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STATE OF MUMILION	ì	
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COUNTY OF CHECKSON	)	
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I, the undersigned authority, a Notary Public in a	nd for said county in said state, here	by certify that KATHY B FISH and ROBERT FISH, whose
contents of said Modification, they executed the s	nd who are known to me, acknowle	by certify that KATHY B FISH and ROBERT FISH, whose adged before me on this day that, being informed of the
Given under my hand and official seal this	18 day of C	bears date.
	day or	20 0
• • •	$\mathcal{A}$	Kluda V Mun
MY COMMISSION EXP	RES	Notary Public
My commission expiresUNE 27, 2005.	<del></del>	
LENDER ACKNOWLEDGMENT		
CEMPEN MONITORNED (		
STATE OF	<b>\</b>	
	) SS	
COUNTY OF	, 39 1	
	<i>,</i>	
I, the undersigned authority, a Notary Public in and	for said county in said state, hereby	cartify that
	A AARMAHAILA !	
voluntarily for and as the act of said corporation.	e contents of said , he or she, as :	ne foregoing and who is known to me, acknowledged such officer and with full authority, executed the same
Given under my hand and official seal this	day of	
		, 2U,
	<del></del>	Notary Public
My commission expires		
LASER PRO Lending, Ver. 5.17.01.05 Copr. H	larland Financial Solutions, Inc. 1997, 2001. All Rights Reserved AL	6:\CFIWINCFI\LPL\G201.FC TR-236800 PR-ALHEUNC

Inst # 2001-49334

11/14/2001-49334 11:53 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 CH 36.50