

Inst # 2001-49334

RECORDATION REQUESTED BY:

SouthTrust Bank
Riverchase 331
3089 Highway 150 South
Birmingham, AL 35244

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
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



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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 BOOK 13, PAGE 29 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

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 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 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:

X  (Seal)
KATHY B. FISH, Individually

X  (Seal)
ROBERT FISH, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

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

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



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MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that KATHY B FISH and ROBERT FISH, 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 18 day of October 2001
Melissa D. Green Notary Public

MY COMMISSION EXPIRES
My commission expires JUNE 27, 2005.

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
)

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

Inst # 2001-49334

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