

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

SouthTrust Bank  
Attn: Document Management  
P. O. Box 2554  
Birmingham, AL 35290-2554

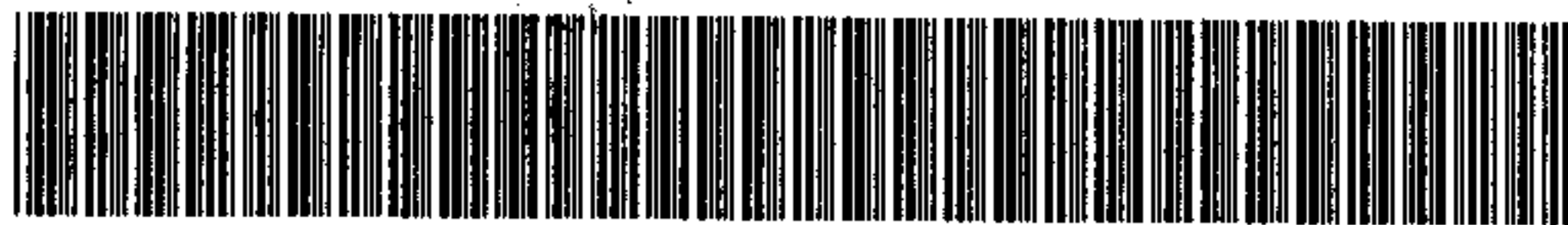
**SEND TAX NOTICES TO:**

Vance G. Blackburn  
Douglas O. Moore  
5437 Hickory Ridge Drive  
Birmingham, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 2002-01047

**MODIFICATION OF MORTGAGE**



\*0741000019726000000026000121\*

**THIS MODIFICATION OF MORTGAGE** dated November 28, 2001, is made and executed between Vance G. Blackburn and Douglas O. Moore, two married men (referred to below as "Grantor") and SouthTrust Bank, whose address is 5376 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 2, 2001 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Original Mortgage was recorded in Instrument 2001-44963, in the Probate Office of Shelby County, Alabama.

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

Lot 1, according to the Survey of Valleydale Professional Center, as recorded in Map Book 13, page 103, in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 2520 Valleydale Road, Birmingham, AL 35244.

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

The Mortgage is hereby modified to increase the amount of indebtedness from \$244,000.00 to \$319,000.00.

**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 NOVEMBER 28, 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 *Vance G. Blackburn* (Seal)  
Vance G. Blackburn, Individually

X *Douglas O. Moore* (Seal)  
Douglas O. Moore, Individually

**LENDER:**

X *[Signature]* (Seal)  
Authorized Signer

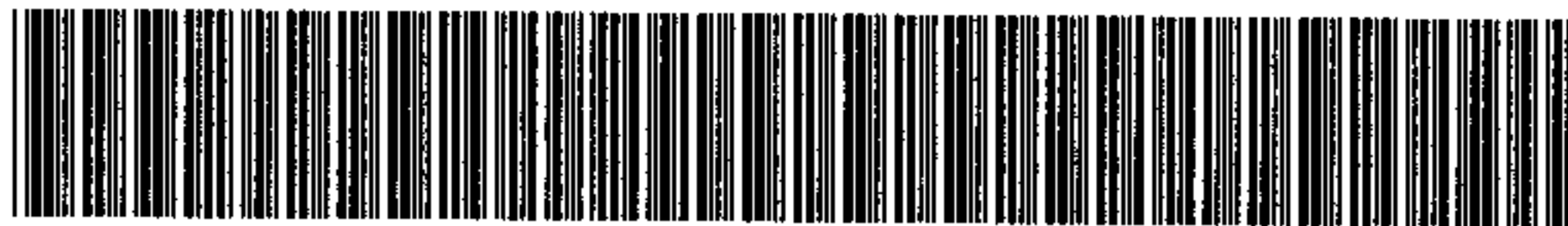
This Modification of Mortgage prepared by:

Name: Jason Bains  
Address: 5376 Highway 280  
City, State, ZIP: Birmingham, AL 35242

Inst # 2002-01047

01/07/2002-01047  
12:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

126.50



\*0741000019726000000026000121\*

Loan No: 0000000026

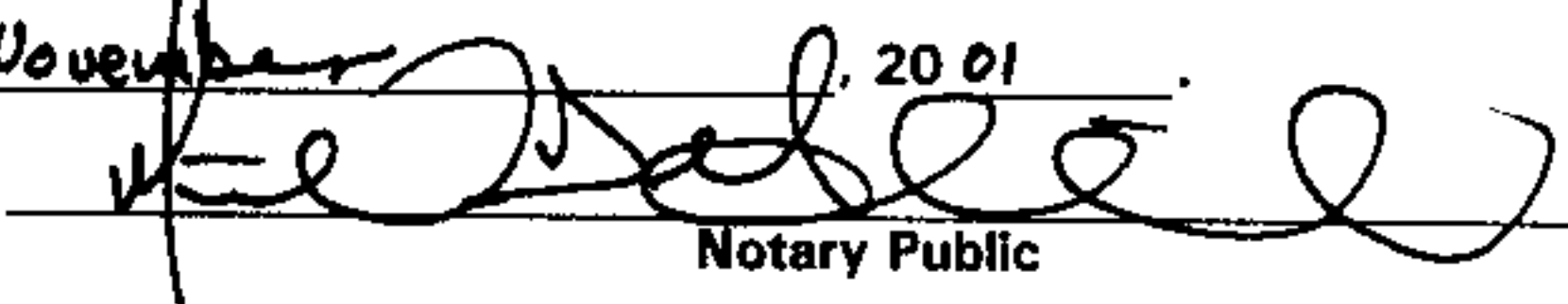
**MODIFICATION OF MORTGAGE  
(Continued)**

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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 **Vance G. Blackburn and Douglas O. Moore**, 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.

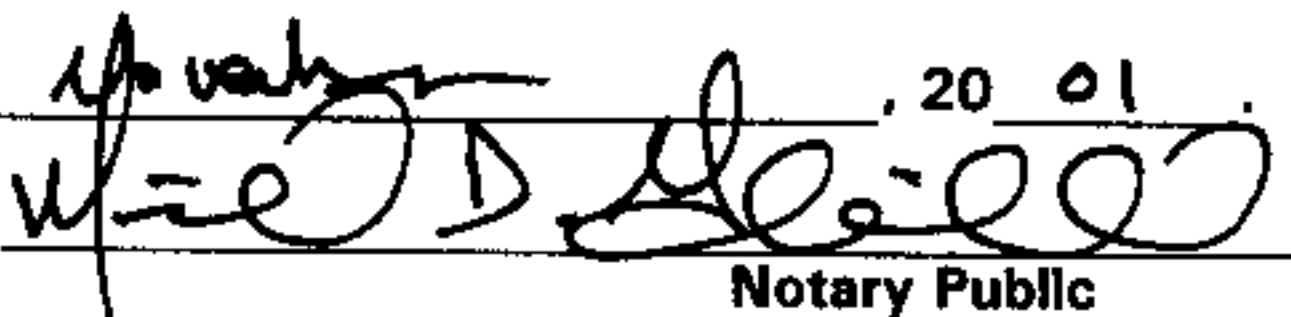
Given under my hand and official seal this 28 day of November, 2001.  
  
Notary Public

My commission expires July 13, 2003

**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 Shane Spry 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 28 day of November, 2001.  
  
Notary Public

My commission expires July 13, 2003

Inst # 2002-01047

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SHELBY COUNTY JUDGE OF PROBATE  
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