

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

WILLIAM M FARMER
MICKEY B FARMER
5541 PARKVIEW CIRCLE
BIRMINGHAM, AL 35242

Inst # 2002-03387
01/18/2002-03387
01:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROMOTE
164.00
002 CH

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 14, 2001, is made and executed between **WILLIAM M FARMER and MICKEY B FARMER; HUSBAND AND WIFE** (referred to below as "Grantor") and SouthTrust Bank, whose address is 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 13, 1988 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 08-08-1988 BOOK 198 PAGE 292.

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

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF BIRMINGHAM BEING KNOWN AS LOT 14, PARKVIEW SUBDIVISION, MAP BOOK 7, MAP PAGE 44 AND BEING MORE FULLY DESCRIBED IN DEED BOOK 313 PAGE 82 RECORDED ON 06-22-1978 AMONG THE LAND RECORDS OF SHELBY COUNTY, ALA.

The Real Property or its address is commonly known as 5541 PARKVIEW CIRCLE, BIRMINGHAM, AL 35242.

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


INCREASE MORTGAGE FROM \$ 45,000.00 TO \$ 145,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 100,000.00 .

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.

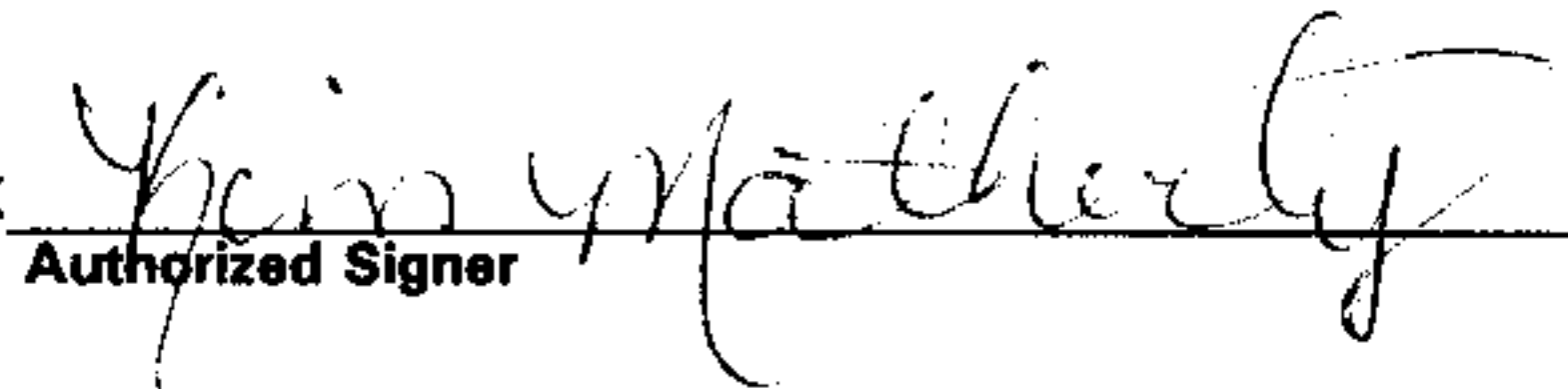
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 14, 2001. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
WILLIAM M FARMER, Individually

X  (Seal)
MICKEY B FARMER, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: APRIL GORDON, Loan Processor
Address: 234 Goodwin Crest Drive 5th Floor
City, State, ZIP: Birmingham, AL 35209**



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**MODIFICATION OF MORTGAGE
(Continued)**

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 **WILLIAM M FARMER and MICKEY B FARMER**, 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 14th day of November, 2001.
James P. Matlock
Notary Public

My commission expires 5-26-02

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

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 _____

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