

95015629

RECORDATION REQUESTED BY:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

WHEN RECORDED MAIL TO:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

SEND TAX NOTICES TO:

JOHN IRVINE KINNEY
98 HOLLY BROOK LANE
LEEDS, AL 35094

Inst # 2002-16132

04/08/2002-16132
10:57 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MSB 24.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 4, 1998, BETWEEN JOHN IRVINE KINNEY, AN UNMARRIED MAN, (referred to below as "Grantor"), whose address is 98 HOLLY BROOK LANE, LEEDS, AL 35094; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 5376 Highway 280, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 15, 1993 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 06-15-93 RECORDED IN BOOK 178 PAGE 547 SHELBY COUNTY, ALABAMA.

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

SEE ATTACHED FOR LEGAL

The Real Property or its address is commonly known as 98 HOLLY BROOK LANE, LEEDS, AL 35094.

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

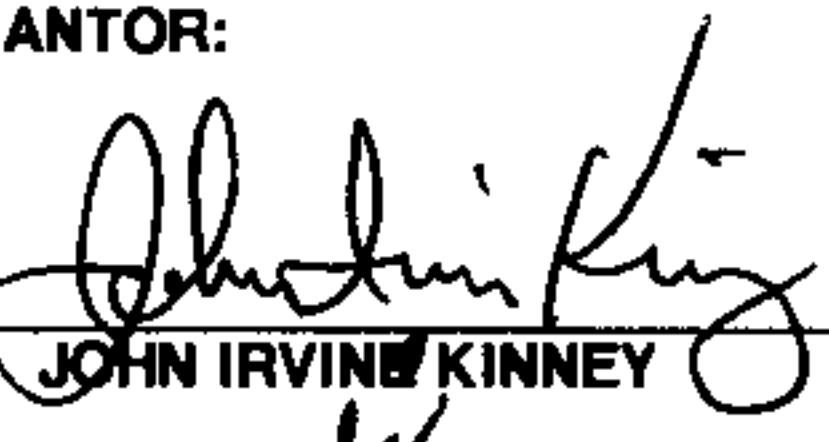
INCREASE MORTGAGE FROM \$10,000 TO \$15,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$5,000..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

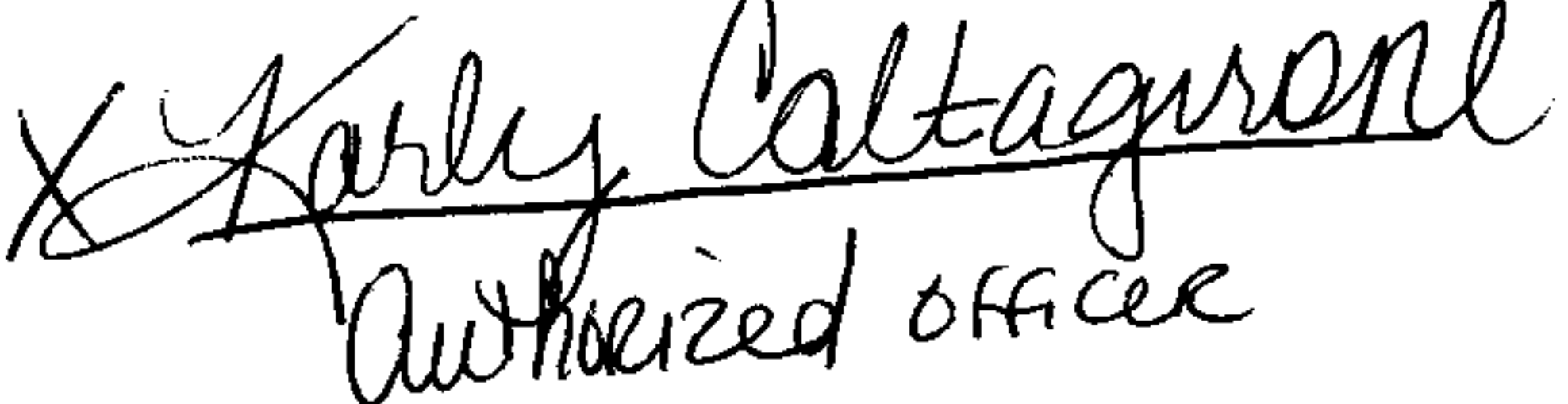
CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

x  (SEAL)
JOHN IRVINE KINNEY
JK

LENDER:

SouthTrust Bank, National Association

By:  Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER
Address: P.O. BOX 830826
City, State, ZIP: BIRMINGHAM, AL 35282

JK

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN IRVINE KINNEY, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 19 98.
James J. Constantine
Notary Public

My commission expires My Commission Expires July 19, 1999.

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 _____,
Given under my hand and official seal this _____ day of _____, 19 _____.

Notary Public

My commission expires _____

APP#

5. The land referred to in this policy is described as follows:
A parcel of land situated in a portion of the East half of the Northeast Quarter of Section 24, Township 18 South, Range 1 West; said parcel of land located South of Lot 14, of the Hollybrook Lake Company, Corporation subdivision, as recorded in Map Book 4, page 74 in the Probate Office of Shelby County, Alabama, said parcel being more particularly described as follows:

From the Northeast corner of Lot 14, a point that is not recoverable on the ground but is calculated according to the survey of Hollybrook Lake Company, Corporation made by Charles H. Peay Jr., Alabama License Number 2552 run Southwesterly 117.40 feet to the most southerly corner of Lot 14; thence continuing southwesterly deflecting 21 degrees 24 minutes 00 seconds left 295.40 feet to a concrete marker thence Southeasterly deflection 52 degrees 17 minutes 00 seconds left 45.00 feet to a concrete marker; thence continuing Southeasterly deflecting 180 degrees 00 minutes 00 seconds 63.00 feet to a 2 1/2 inch capped pipe the point of beginning of the herein described tract; thence southwesterly deflecting 32 degrees 40 minutes 00 seconds right 256.00 feet to a 2 1/2 inch capped pipe; thence southeasterly deflecting 90 degrees 00 minutes 00 seconds left 275.00 feet to a 2 1/2 inch capped pipe; thence northeasterly deflecting 90 degrees 00 minutes 00 seconds left 256.00 feet to a 2 1/2 inch capped pipe; thence northwesterly deflecting 90 degrees 00 minutes 00 seconds left 275.00 feet to a 2 1/2 inch capped pipe, the point of beginning.

Description of access road:

A strip of land 10 feet wide on each side of centerline, described as follows:

From the northeast corner of lot 14, a point that is not recoverable on the ground but is calculated according to the survey of Hollybrook Lake Company Corporation made by Charles H. Peay Jr. Alabama License Number 2552, and recorded in Map Book 4, page 74, in the Probate Office of Shelby County, Alabama run Southwesterly 117.40 feet to the most southerly corner of Lot 14; thence continuing southwesterly deflecting 21 degrees 24 minutes 00 seconds left 295.40 feet to a concrete marker; thence southeasterly deflecting 52 degrees 17 minutes 00 seconds left 45.00 feet to a concrete marker; thence continuing southeasterly deflecting 180 degrees 00 minutes 00 seconds 63.00 feet to a 2 1/2 inch capped pipe; thence southwesterly deflecting 32 degrees 40 minutes 00 seconds right 147.00 feet to the centerline of an existing access road, the point of beginning of the herein described easement; thence northwesterly deflecting 95 degrees 35 minutes 00 seconds right 12.00 feet to a point on the centerline of said access road; thence continuing northwesterly deflecting 18 degrees 10 minutes 00 seconds right 73.00 feet to the centerline of an existing public road, the point of ending of said easements and being a part of the East half of the Northeast Quarter of Section 24, Township 18 South Range 1 West. Situated in Shelby County, Alabama.

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