

**RECORDATION REQUESTED BY:**

SouthTrust Bank  
Brook Highland 320  
5376 Highway 280  
Birmingham, AL 35242

20030303000125410 Pg 1/2 89.00  
Shelby Cnty Judge of Probate, AL  
03/03/2003 10:13:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

JAMES S HILEY  
JANA K HILEY  
3061 BROOK HIGHLAND DR  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*074000000000950009280500011 6\*

**THIS MODIFICATION OF MORTGAGE** dated January 24, 2003, is made and executed between JAMES S HILEY, HUSBAND and JANA K HILEY, WIFE; AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (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 July 21, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09-21-1999 VOLUME 1999 PAGE 39465.

**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 150 ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY 5TH SECTOR AS RECORDED IN MAP BOOK 13, PAGE 36 A AND B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND BEING MORE FULLY DESCRIBED IN DEED BOOK 1995 PAGE 24942 RECORDED ON 09/08/1995 AMONG THE LAND RECORDS OF SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 3061 BROOK HIGHLAND DR, BIRMINGHAM, AL 35242.

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

**INCREASE MORTGAGE FROM \$31,000.00 TO \$81,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$50,000.00.**

**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 JANUARY 24, 2003.**

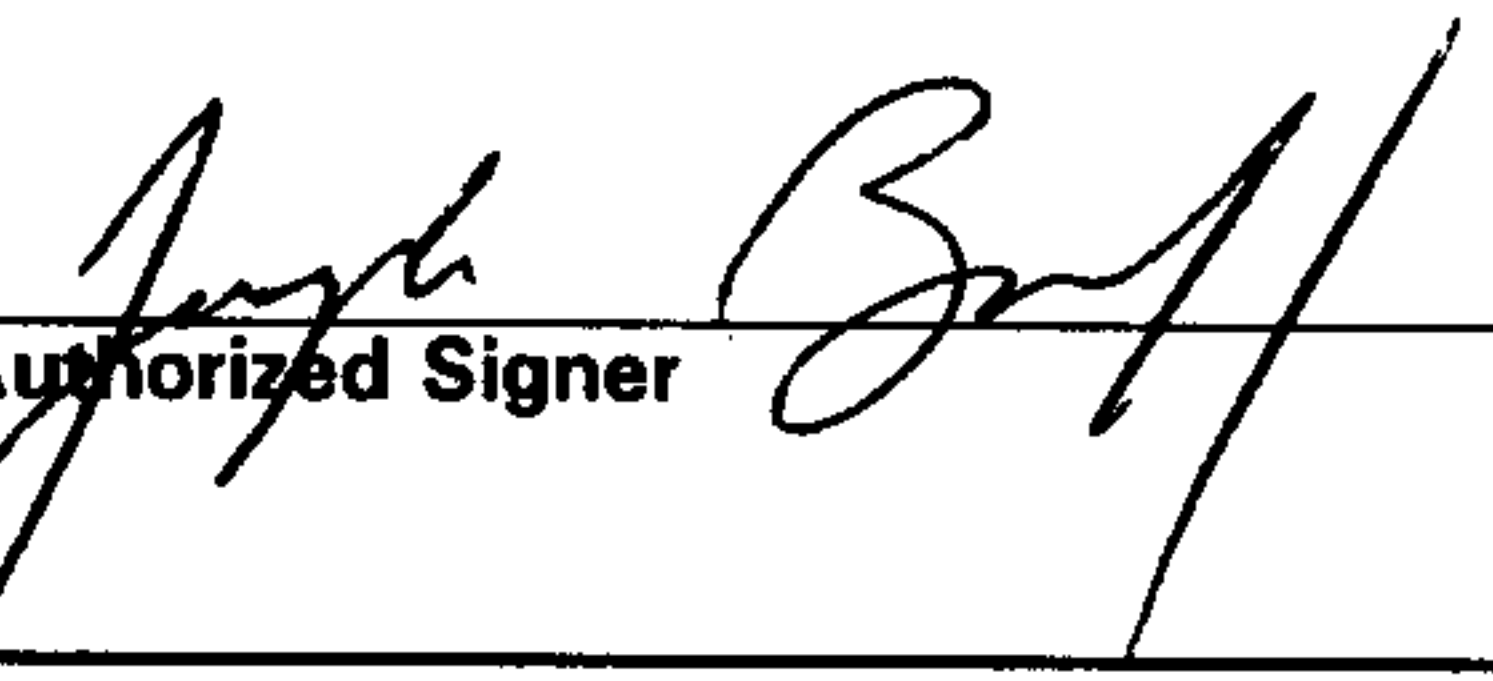
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
JAMES S HILEY, Individually

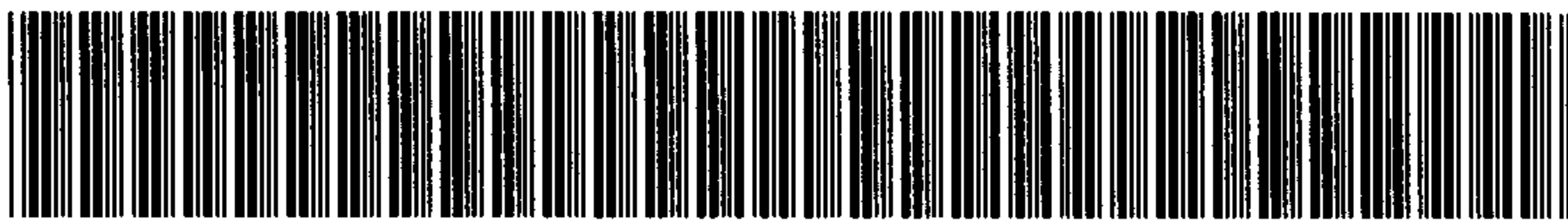
X  (Seal)  
JANA K HILEY, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: CAROL JULIANO, Loan Processor  
Address: 220 Wildwood Parkway  
City, State, ZIP: Homewood, AL 35209



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**MODIFICATION OF MORTGAGE  
(Continued)**

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**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 **JAMES S HILEY and JANA K HILEY**, 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 24th day of January, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 24, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jenai  
Notary Public

**LENDER 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 George Kenneth McElroy Donna M McElroy 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 24th day of January, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 24, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Jenai M Co  
Notary Public

