

RECORDATION REQUESTED BY:

SouthTrust Bank  
Rocky Ridge 347  
2527 Rocky Ridge Road  
Birmingham, AL 35243

20030516000305810 Pg 1/2 46.40  
Shelby Cnty Judge of Probate, AL  
05/16/2003 09:24:00 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:

BETTY C STATHAM  
4724 GUILFORD WAY  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



\*0740000000000950037349400011 1 \*

THIS MODIFICATION OF MORTGAGE dated April 11, 2003, is made and executed between BETTY C STATHAM; SINGLE (referred to below as "Grantor") and SouthTrust Bank, whose address is 2527 Rocky Ridge Road, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 31, 2001 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED ON 04/06/2001 IN DEED BOOK 2001 AT PAGE 12850.

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

All that certain parcel of land situated in CITY OF BIRMINGHAM being known as LOT 75, ACCORDING TO THE FINAL RECORD PLAT OF GREYSTONE FARMS SUBDIVISION, GULFORD PLACE, PHASE 2, RECORDED IN MAP BOOK 22, PAGE 24, BEING THE SAME PREMISES AS CONVEYED TO BETTY C. STATHAM FROM GREYSTONE LANDS, INC. and being more fully described in Deed Book 1998 Page 3943 recorded on 02/05/1998 among the land records of SHELBY County, AL. Parcel ID Number: 03-8-34-0-008-030.000

The Real Property or its address is commonly known as 4724 GUILFORD WAY, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$ 20,000.00 TO \$ 41,600.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 21,600.00 .

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 endorser 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 APRIL 11, 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 Betty C Statham (Seal)  
BETTY C STATHAM, Individually

LENDER:

X Sarah Mariano (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANITA SMITH, 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 Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BETTY C STATHAM, SINGLE**, 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 11 day of April, 2003.  
Shanta Lewis  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 27, 2004  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

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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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 \_\_\_\_\_