20030902000580670 Pg 1/2 56.00 Shelby Cnty Judge of Probate, AL 09/02/2003 11:18:00 FILED/CERTIFIED

#### **RECORDATION REQUESTED BY:**

SouthTrust Bank Private Banking 358 100 Office Park Drive Birmingham, AL 35223

### WHEN RECORDED MAIL TO:

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

#### SEND TAX NOTICES TO:

RUSSELL D RICHARDSON LADEANA C RICHARDSON 409 NORWICK CIRCLE ALABASATER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated July 29, 2003, is made and executed between RUSSELL D RICHARDSON and LADEANA C RICHARDSON; HUSBAND AND WIFE/JTWROS (referred to below as "Grantor") and SouthTrust Bank, whose address is 100 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 10, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 2-6-2001 INSTRUMENT #200104234.

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

LOT 21, BLOCK 4, ACCORIDNG TO THE SURVEY OF NORWICK FOREST, SECOND SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 23 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 409 NORWICK CIRCLE, ALABASATER, AL 35007.

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

INCREASE MORTGAGE FROM \$ 22,000.00 TO \$ 50,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 28,000.00.

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 JULY 29, 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.

LADEANA CIRICHARDSON Individually

X (Seal)

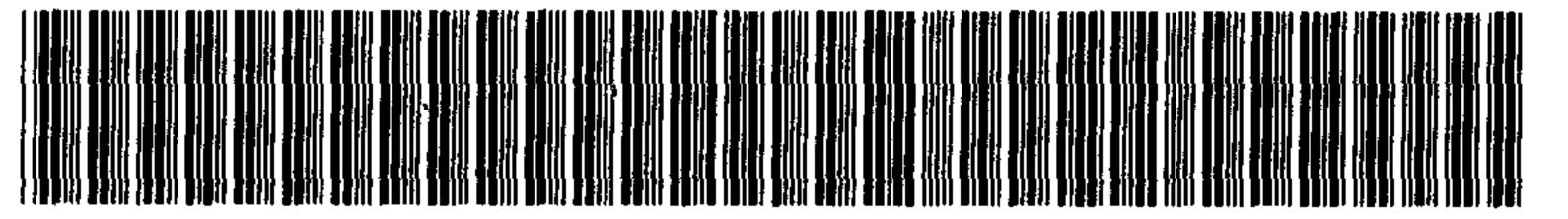
RUSSELL D RICHARDSON, Individually

LENDER:

X Aythorized Signer

This Modification of Mortgage prepared by:

Name: ROBIN GREEN, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209



\*074000000000950034445300011 7\*

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# MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabana	
COUNTY OF JAMES ON	) SS )
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that RUSSELL D RICHARDSON and LADEANA C RICHARDSON, HUSBAND AND WIFE/JTWROS, 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	day of $\frac{\mathcal{U}_{\mathcal{Y}}}{\mathcal{U}_{\mathcal{Y}}}$ , 2003.
	Cinder K Matchell
MY COMMISSION EXPIRES  My commission expires MARCH 16, 2997.	
LENDER ACKNOWLEDGMENT	
STATE OF Alabania	
COUNTY OF JAPANSON	) SS )
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 <u> </u>
My Commission Expires  MARCH 16, 2007.	Coly KMtolyest Notary Public
My commission expires	

LASER PRO Lending, Ver. 5.21.50.002 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - AL C:\CFIWIN\CFI\LPL\G201.FC TR-571138 PR-ALHELINC