

**RECORDATION REQUESTED BY:**

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

20031113000749780 Pg 1/2 88.70  
Shelby Cnty Judge of Probate, AL  
11/13/2003 09:18:00 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:**

KIMBERLY NEELEY  
KENNETH R NEELEY A/KA/ RAY NEELEY  
6127 EAGLE POINT CIR  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*0740000000000950046835100011 A \*

**THIS MODIFICATION OF MORTGAGE** dated October 6, 2003, is made and executed between **KIMBERLY NEELEY** and **KENNETH R NEELEY A/KA/ RAY NEELEY ; HUSBAND AND WIFE** (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 August 30, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED: 11/16/01, BOOK: 2001, PAGE: 49760.**

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

LOT 857, ACCORDING TO THE SURVEY OF EAGLE POINT, 8TH SECTOR, PHASE I, AS RECORDED IN MAP BOOK 24, PAGE 127 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 6127 EAGLE POINT CIR, BIRMINGHAM, AL 35242.

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

**INCREASE MORTGAGE FROM \$42,200.00 TO \$92,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$49,800.00.**

**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 OCTOBER 6, 2003.**

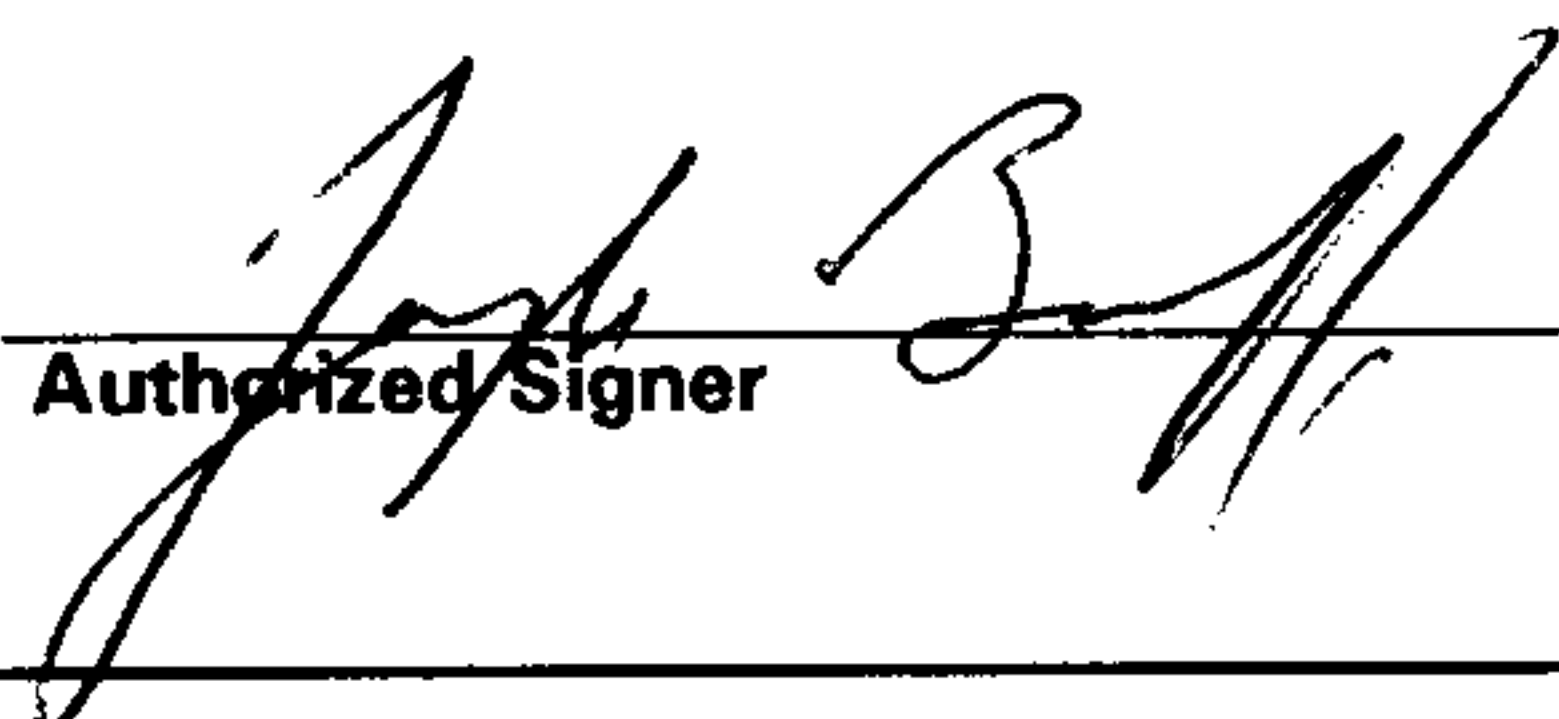
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
KIMBERLY NEELEY, Individually

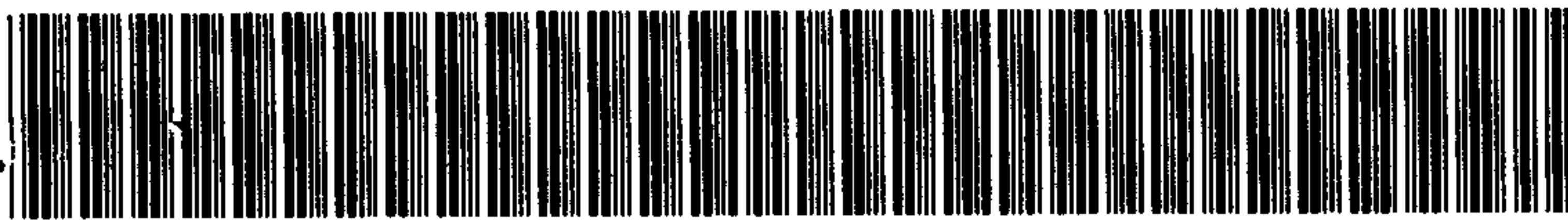
X  (Seal)  
KENNETH R NEELEY A/KA/ RAY NEELEY  
Individually

**LENDER:**

X  (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

**Name: KENYADA ELLIS, 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 **KIMBERLY NEELEY and KENNETH R NEELEY A/KA/ RAY NEELEY , HUSBAND AND WIFE**, 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 6 day of October, 2003.  
Sheila Hartley Kimbrough  
Notary Public  
**SHEILA HARTLEY KIMBROUGH**  
**NOTARY PUBLIC, ALABAMA STATE AT LARGE**  
My commission expires MY COMMISSION EXPIRES MAY 13, 2007.

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 \_\_\_\_\_