

RECORDATION REQUESTED BY:  
SouthTrust Bank  
Residential Real Estate/Res Const 130  
409 Madison Street  
Huntsville, AL 35804

20031119000760610 Pg 1/2 622.70  
Shelby Cnty Judge of Probate, AL  
11/19/2003 09:10:00 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:  
CHRISTOPHER ARY  
MISTY HOFER  
5302 HARVEST RIDGE LANE  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated October 7, 2003, is made and executed between CHRISTOPHER ARY and MISTY HOFER; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 409 Madison Street, Huntsville, AL 35804 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 8, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

MORTGAGE RECORDED 07/08/2002 BOOK 12 PAGE 94 IN SHELBY COUNTY ALABAMA.

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

See SEE EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as LOT 1 AFTON LANE, BIRMINGHAM, AL 35242.

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


THIS MODIFICATION IS TO EXTEND MATURITY DATE FROM 10/11/2003 TO 04/07/2004 IN THE AMOUNT OF \$405,761.49.

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 OCTOBER 7, 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)  
CHRISTOPHER ARY, Individually

X  (Seal)  
MISTY HOFER, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: WHITNEY THOMAS, 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 Madison )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CHRISTOPHER ARY and MISTY HOFER, 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 7th day of October, 2003.

[Signature]  
Notary Public

My commission expires My Commission Expires 05-02-2005

**LENDER ACKNOWLEDGMENT**

STATE OF Alabama )  
 ) SS  
COUNTY OF Madison )

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 7th day of October, 2003.

[Signature]  
Notary Public

My commission expires My Commission Expires 05-02-2005