

**RECORDATION REQUESTED BY:**

SouthTrust Bank  
Alabaster 336  
831 North First Street  
Alabaster, AL 35007

20031119000760620 Pg 1/2 36.50  
Shelby Cnty Judge of Probate, AL  
11/19/2003 09:11:00 FILED/CERTIFIED

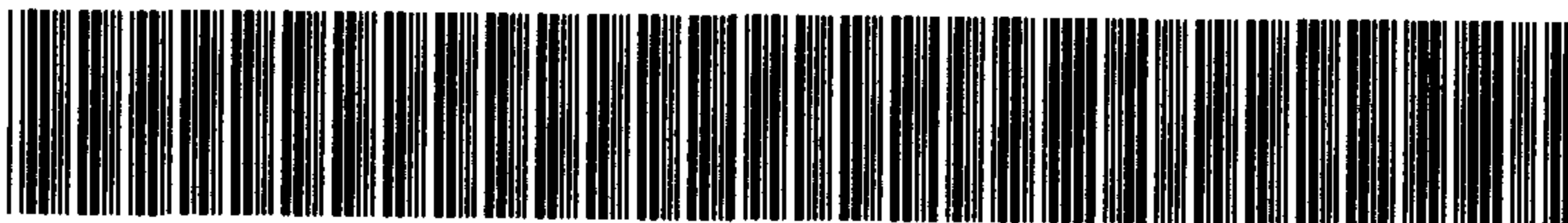
**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

MECHTHILD LAWLEY  
228 BROOKHOLLOW DR  
PELHAM, AL 35214

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

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**THIS MODIFICATION OF MORTGAGE** dated October 17, 2003, is made and executed between **MECHTHILD LAWLEY; UNMARRIED** (referred to below as "Grantor") and SouthTrust Bank, whose address is 831 North First Street, Alabaster, AL 35007 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 18, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDING DATE 8-6-2002 VOLUME 2002 PAGE 36692.**

**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 PELHAM being known as LOT 2, BROOKHOLLOW FIRST SECTOR, PLAT BOOK 17, PAGE 103; THIS BEING THE SAME PREMISES AS CONVEYED TO MECHTHILO LAWLEY BY DEED FROM JAMES D. MASON DBA MASON CONSTRUCTION and being more fully described in Deed Book 1994 Page 25958 recorded on 08/22/1994 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 228 BROOKHOLLOW DR, PELHAM, AL 35214.

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

**INCREASE MORTGAGE FROM \$ 50,000.00 TO \$ 65,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 15,000.00.**

**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 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 17, 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 *Mechthild Lawley* (Seal)  
MECHTHILD LAWLEY, Individually

**LENDER:**

x *Barbara Collier* (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ROBIN GREEN, 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 **MECHTHILD LAWLEY**, 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 17<sup>th</sup> day of October, 20 03.

Barbara Beabout Green  
Notary Public

My commission expires 11-3-03

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 Mechthild Lawley 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 17 day of October, 20 03.

Mary Jones  
Notary Public

MY COMMISSION EXPIRES  
**OCTOBER 26, 2004**

My commission expires \_\_\_\_\_