

**RECORDATION REQUESTED BY:**

SouthTrust Bank  
Oak Mountain 345  
2261 Highway 31 South  
Pelham, AL 35124

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

ANDRE L BURRELL  
TONJA D BURRELL  
1305 OLD CAHABA COVE  
HELENA, AL 35080

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 ANDRE L BURRELL, HUSBAND and TONJA D BURRELL, WIFE; AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (referred to below as "Grantor") and SouthTrust Bank, whose address is 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

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

**RECORDED 03-15-2002 VOLUME 2002 PAGE 12467\*\*\*SUBORDINATION AGREEMENT FILED 10-07-2002, BOOK 2002, PAGE 48638.**

**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 HELENA being known as LOT 1002, OLD CABABA SUBDIVISION, 10TH SECTOR, MAP BOOK 26, PAGE 112, and being more fully described in Deed Book 2000 Page 33538 recorded on 09/22/2000 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 1305 OLD CAHABA COVE, HELENA, AL 35080.

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

**INCREASE MORTGAGE FROM \$15,000.00 TO \$17,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$2,000.00.**

**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 Andre L Burrell (Seal)  
ANDRE L BURRELL, Individually

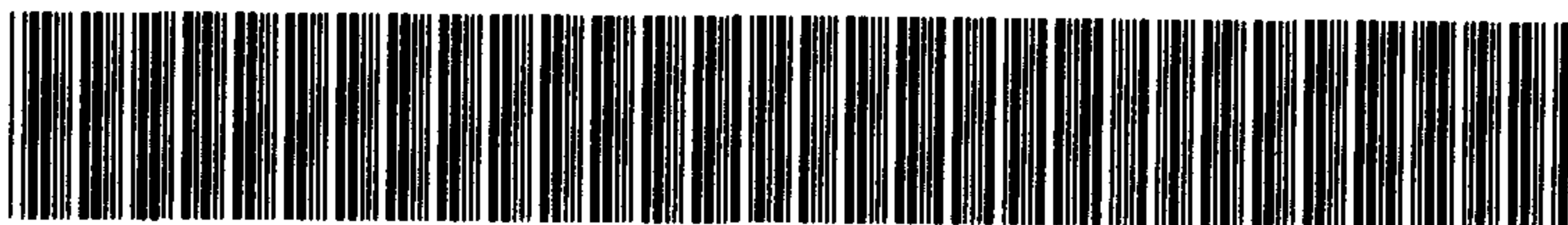
x Tonja D Burrell (Seal)  
TONJA D BURRELL, Individually

**LENDER:**

x Karen A Cole (Seal)  
Authorized Signer

**This Modification of Mortgage prepared by:**

Name: CAROL JULIANO, Loan Processor  
Address: 220 Wildwood Parkway  
City, State, ZIP: Homewood, AL 35209



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MODIFICATION OF MORTGAGE  
(Continued)

Page 2

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 **ANDRE L BURRELL and TONJA D BURRELL**, 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 17<sup>th</sup> day of October, 20 03.

Sherry Wolchok  
Notary Public

MY COMMISSION EXPIRES  
NOVEMBER 11, 2006.

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

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 \_\_\_\_\_