

RECORDATION REQUESTED BY:

SouthTrust Bank  
Homewood 309  
1725 28th Avenue South  
Homewood, AL 35209

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

ROBERT D SULLIVAN  
SANDRA ANNE SULLIVAN  
191 WEATHERLY WAY  
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 November 4, 2003, is made and executed between ROBERT D SULLIVAN and SANDRA ANNE SULLIVAN; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 1725 28th Avenue South, Homewood, AL 35209 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED: 01-20-1999; LAND RECORDS OF SHELBY COUNTY, ALABAMA; VOLUME: 1999 PAGE: 2501\*\*\*\*\*MODIFICATION AGREEMENT INCREASING CREDIT LIMIT TO \$65,000, RECORDED 06-06-2000 IN VOLUME 2000, PAGE 18654.

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 12, WEATHERLY SUBDIVISION, PLATBOOK 13, PAGE 1A-B; THIS BEING THE SAME PREMISES AS CONVEYD TO ROBERTT D. SULLIVAN AND SANDRAANNE SULLIVAN BY DEED FROM ROBERT D. SULLIVAN AND SANDRA ANNE SULLIVAN and being more fullydescribed in Deed Book 1998 Page 42814 recorded on 10/30/1998 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 191 WEATHERLY WAY, PELHAM, AL 35214.

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

INCREASE MORTGAGE FROM \$65,000.00 TO \$ 125,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$60,000.00 .

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 endorers 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 NOVEMBER 4, 2003.

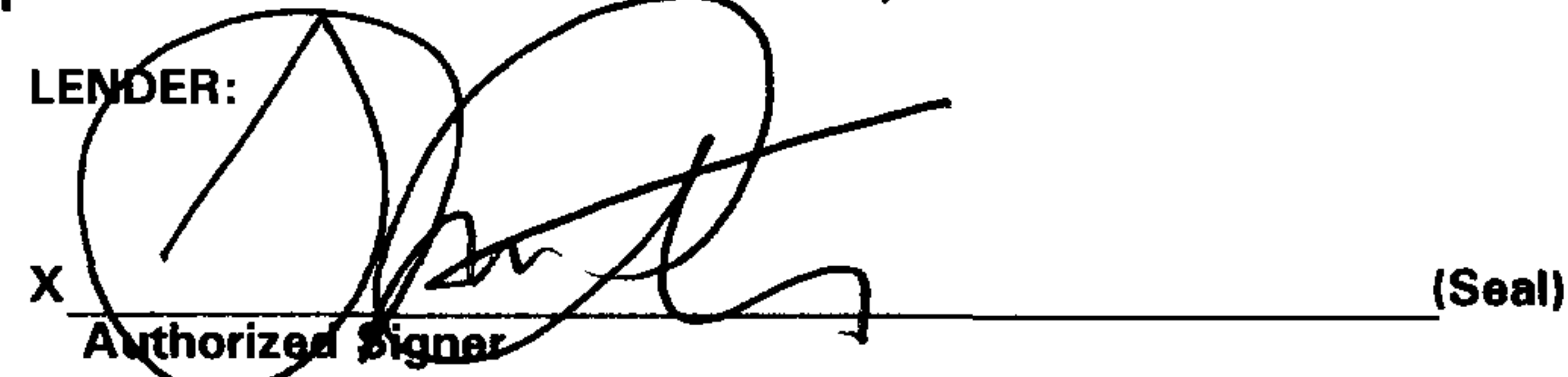
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)  
ROBERT D SULLIVAN, Individually

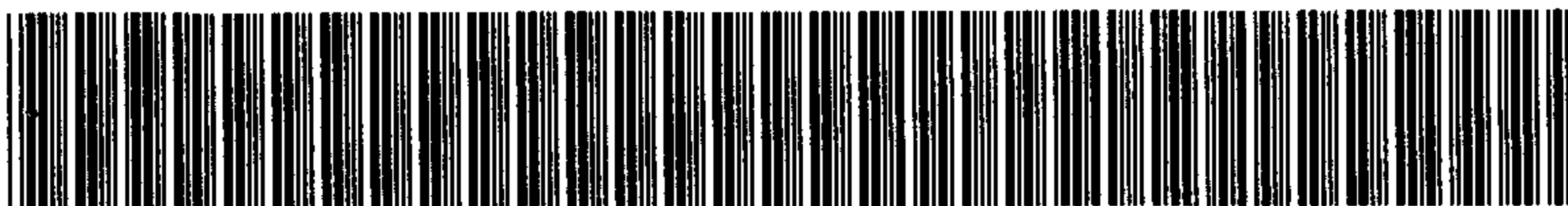
X  (Seal)  
SANDRA ANNE SULLIVAN, Individually

LENDER:

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: TARA HUMES, 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 Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT D SULLIVAN and SANDRA ANNE SULLIVAN, 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 4 day of November, 20 03.

Elizabeth M. Ward  
Notary Public

**MY COMMISSION EXPIRES AUGUST 29, 2005.**  
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 \_\_\_\_\_