


RECORDATION REQUESTED BY:
SouthTrust Bank, National Association
Medical Banking (Shelby) 356
100 Office Park Drive
Birmingham, AL 35223


20031211000799880 Pg 1/2 48.50
Shelby Cnty Judge of Probate, AL
12/11/2003 09:20:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:
Recorded Documents
SouthTrust Bank, National Association
P O Box 830826
Birmingham, AL 35209

SEND TAX NOTICES TO:
C. WILLIAM BARR III
AMY R. BARR
2004 RIVER LAKE DRIVE
BIRMINGHAM, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



07400000009502840000011 A

THIS MODIFICATION OF MORTGAGE dated September 14, 1999, is made and executed between C. WILLIAM BARR III and AMY R. BARR; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Medical Banking (Shelby) 356, 100 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 10, 1998 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED OCTOBER 21, 1998 IN INSTRUMENT #1998/41083.

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

LOT 43-A, ACCORDING TO A RESURVEY OF LOTS 37 AND 43, SOUTHLAKE, AS RECORDED IN MAP BOOK 12, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2004 RIVER LAKE DRIVE, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$135,000 TO \$158,000. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$23,000.

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 SEPTEMBER 14, 1999. 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 C. William Barr III (Seal)
C. WILLIAM BARR III, Individually

X Amy R. Barr (Seal)
AMY R. BARR, Individually

Signed, acknowledged and delivered in the presence of:

X _____
Witness

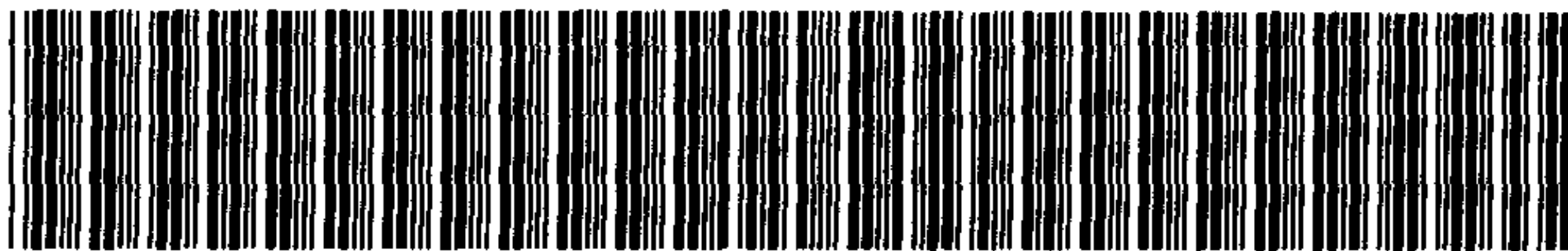
X _____
Witness

LENDER:

X [Signature] (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ALICIA TARVER, LOAN PROCESSOR
Address: 234 GOODWIN CREST DR
City, State, ZIP: BIRMINGHAM, AL 35253



0740000000950284000011 A

**MODIFICATION OF MORTGAGE
(Continued)**

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 **C. WILLIAM BARR III; AMY R. BARR**, 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 14th day of September, 1999.

Barbara J. Flowers
Notary Public

My commission expires Jan. 20, 2002

LENDER 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 Chris Robbins 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 14th day of September, 1999.

Barbara J. Flowers
Notary Public

My commission expires Jan. 20, 2002