

RECORDATION REQUESTED BY:

SouthTrust Bank
Brook Highland 320
5376 Highway 280
Birmingham, AL 35242

20040702000366930 Pg 1/3 122.00
Shelby Cnty Judge of Probate, AL
07/02/2004 12:40:00 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:

CRAIG T WILLIAMS
ANN M WILLIAMS
4832 BRIDGEWATER ROAD
BIRMINGHAM, AL 35243

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000000950011417900011 0

THIS MODIFICATION OF MORTGAGE dated April 19, 2004, is made and executed between **CRAIG T WILLIAMS** and **ANN M WILLIAMS; HUSBAND AND WIFE** (referred to below as "Grantor") and SouthTrust Bank, whose address is 5376 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-22-2000 BOOK 2000 PAGE 09047.

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 4832 BRIDGEWATER ROAD, BIRMINGHAM, AL 35243.

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

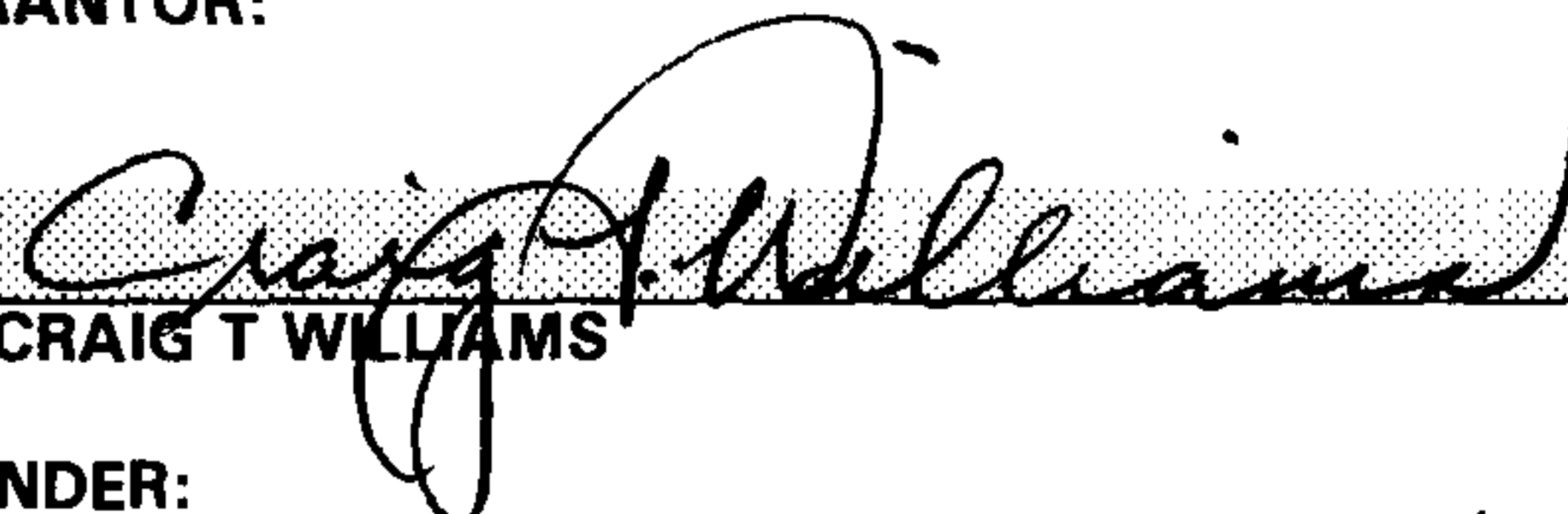
INCREASE MORTGAGE FROM \$30,000 TO \$ 100,000 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$70,000.

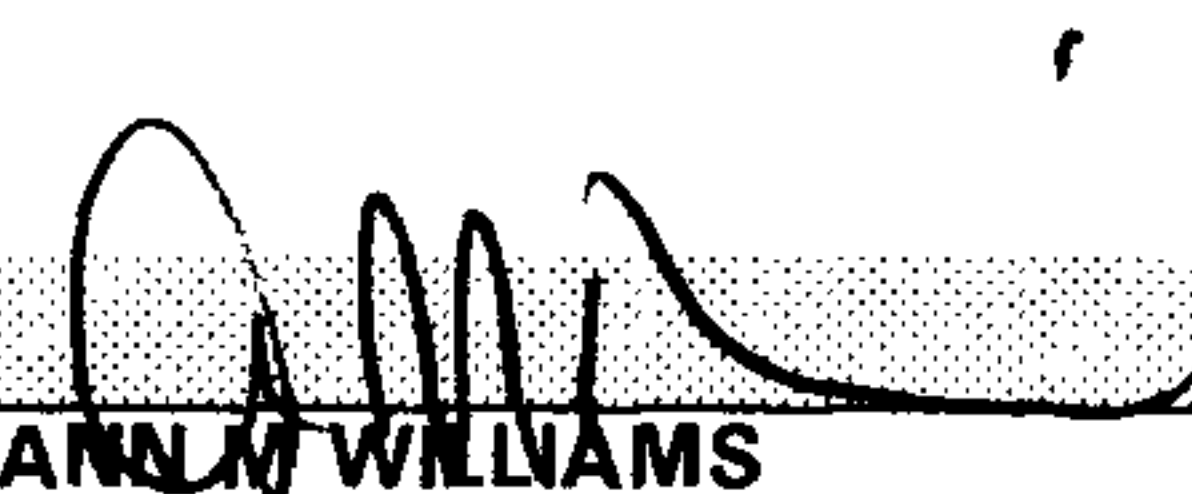
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 APRIL 19, 2004.

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)
CRAIG T WILLIAMS

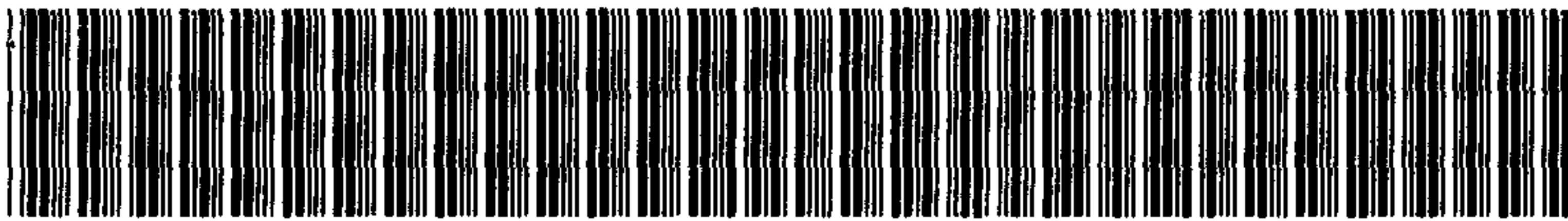
X  (Seal)
ANN M WILLIAMS

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELITA TURNER, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, AL 35209



074000000000950011417900011 0

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Alabama

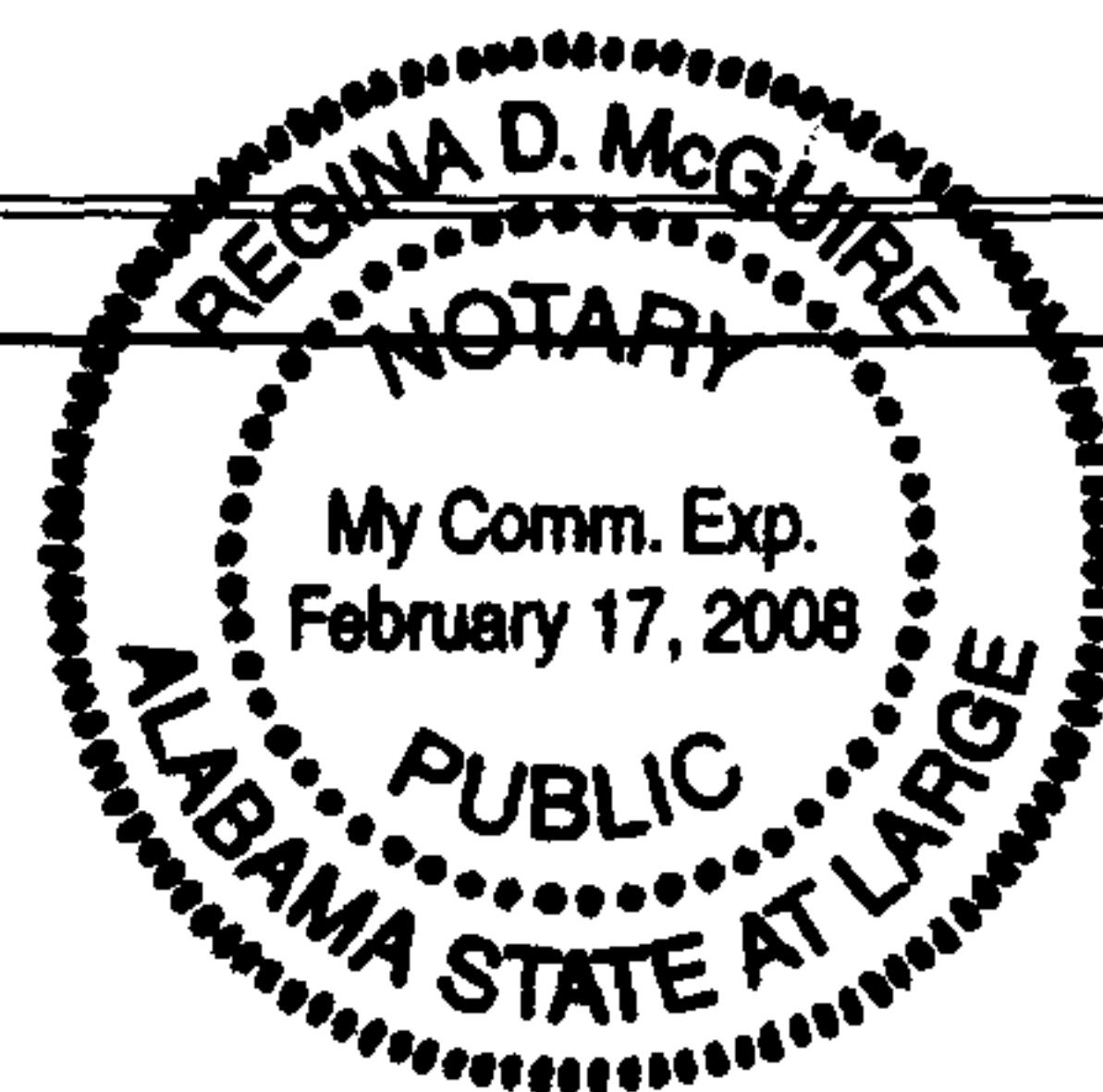
)

COUNTY OF

Shelby

) SS

)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **CRAIG T WILLIAMS and ANN M WILLIAMS, 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

19

day of

April

, 20

04

Notary Public

My commission expires

2/17/2008

LENDER ACKNOWLEDGMENT

STATE OF

Alabama

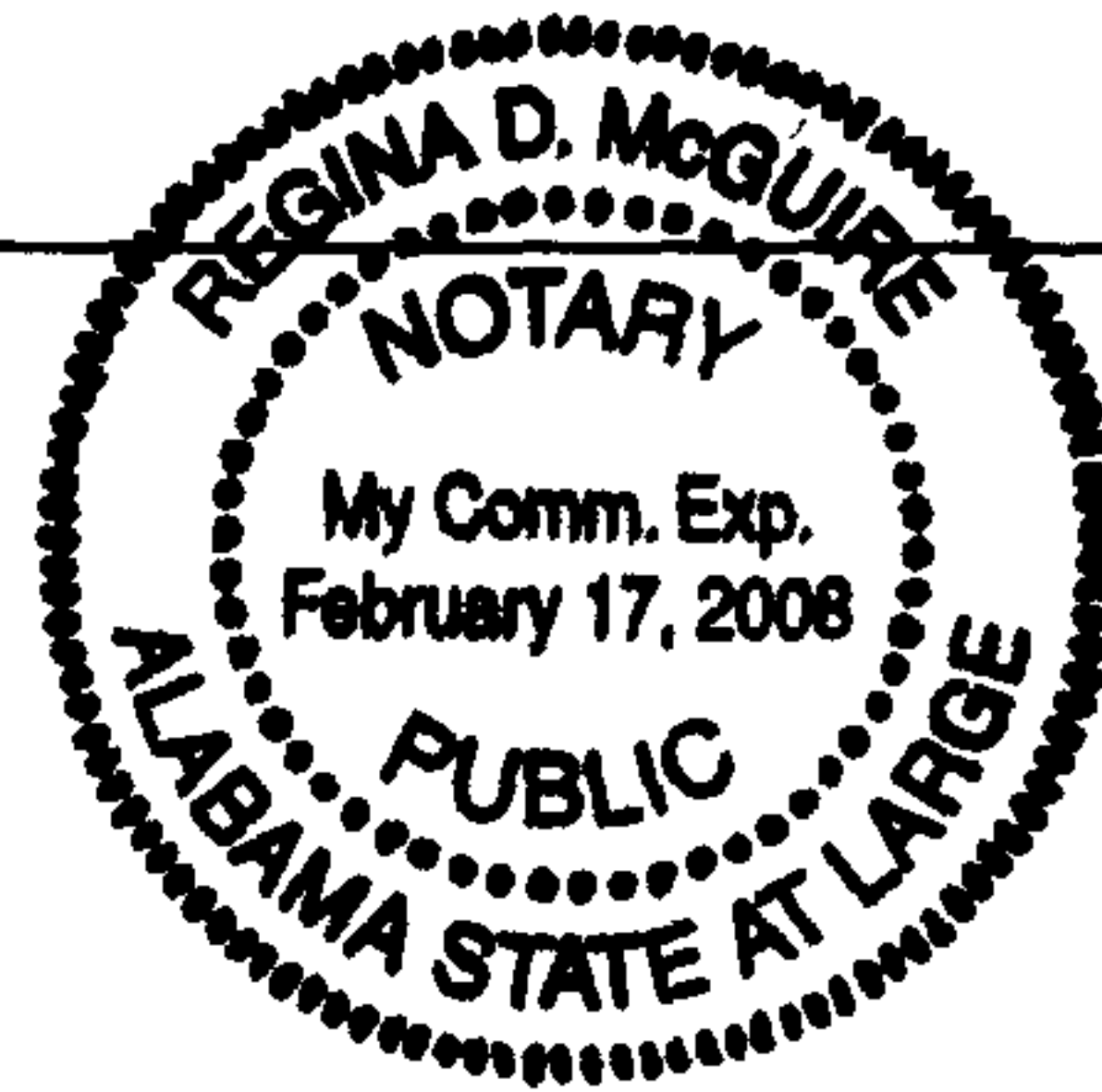
)

COUNTY OF

Shelby

) SS

)



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

- - - - - L E G A L D E S C R I P T I O N - - - - -

A parcel of land located in the S.W. 1/4 of the N.E. 1/4 and the S.E. 1/4 of the N.W. 1/4 of Section 3, Township 19 South, Range 2 West, more particularly described as follows: Begin at the northwest corner of said S.W. 1/4 of the N.E. 1/4; thence in an easterly direction along the northerly line of said 1/4- 1/4 Section, a distance of 410.31 feet to the southeast corner of Lot 4, according to the Amended Map - Fourth Sector - Altadena Bend, as recorded in Map Book 116, Page 53 in the Office of the Judge of Probate in Jefferson County, Alabama; thence 146 degrees, 10 minutes right in a southwesterly direction, a distance of 330.65 feet; thence 53 degrees, 39 minutes, 20 seconds right, in a northwesterly direction, a distance of 200 feet, more or less, to the Cahaba River; thence in a northeasterly direction along said Cahaba River, a distance of 130 feet, more or less, to the Point of Beginning.

Said property lying in Shelby County, Alabama.

Inst # 2000-09047

03/22/2000-09047
10:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CJ1 68.50