RECORDATION REQUESTED BY:

SouthTrust Bank Alabaster 336 831 North First Street Alabaster, AL 35007 20041011000561770 Pg 1/2 66.50 Shelby Cnty Judge of Probate, AL 10/11/2004 13:37:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

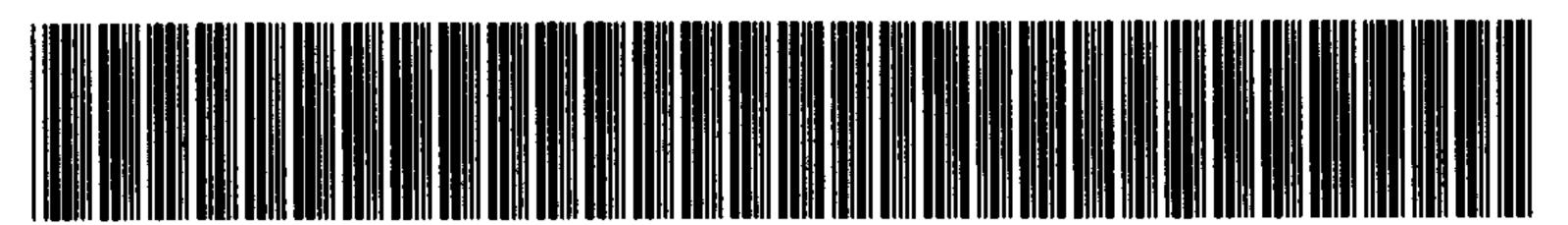
SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

VIRGINIA R BAILEY 1068 7TH AVENUE SW ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0740000000000009502462700011 0

THIS MODIFICATION OF MORTGAGE dated August 25, 2004, is made and executed between VIRGINIA R BAILEY; 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 August 2, 1995 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED: 09-21-1995; LAND RECORDS OF SHELBY COUNTY, ALABAMA; BOOK: 1995 PAGE: 26410.

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

Lot No. 9, Sector Two of Fall Acres Subdivision, situated in and being a part of the SE 1/4 of the NE 1/4 of Section 3, Township 21 South, Range 3 West, Alabaster, Shelby County, Alabama, according to map recorded in the Office of the Judge Of Probate of Shelby County, Alabama, in Map Book 5, at page 16.

The Real Property or its address is commonly known as 1068 7TH AVENUE SW, ALABASTER, AL 35007.

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

INCREASE MORTGAGE FROM \$ 15,000.00 TO \$50,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$35,000.00 .

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 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 AUGUST 25, 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:

LENDER:

SOUTHTRUST BANK

This Modification of Mortgage prepared by:

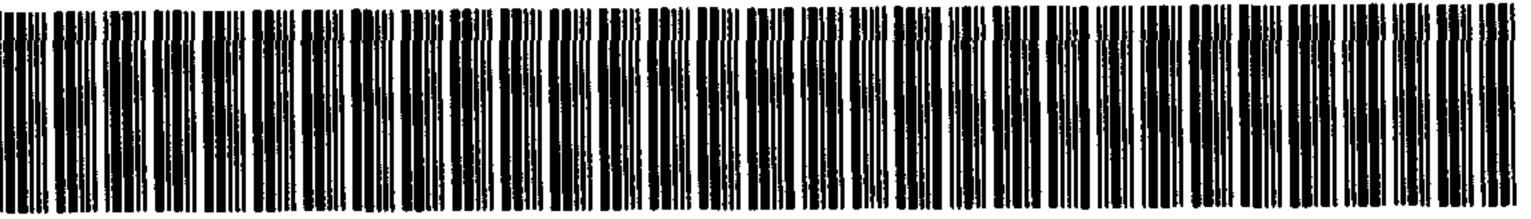
Manuellaike

Name: TARA HUMES, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209

-- - · · · ·

(Seal)

(Seal)



0740000000000009502462700011 0

MODIFICATION OF MORTGAGE (Continued)

Page 2

	· · · · · · · · · · · · · · · · · · ·	
INDIV	IDUAL ACKNOWLEDGN	IENT
STATE OF Walran) } SS	20041011000561770 Pg 2/2 66.50 Shelby Cnty Judge of Probate,AL 10/11/2004 13:37:00 FILED/CERTIFIED
COUNTY OF Selly		
I, the undersigned authority, a Notary Public in and for name is signed to the foregoing instrument, and who is of said Modification, he or she executed the same volume	known to me, acknowledged befor	e me on this day that, being informed of the contents
Given under my hand and official seal this	StZ day of Cur	20 04.
My commission expires		Notary Public Public
LEN	DER ACKNOWLEDGME	NT
STATE OF)	
) SS	
COUNTY OF		
I, the undersigned authority, a Notary Public in and for	a corporation, is signed to the	foregoing Modification and who is known to me,
acknowledged before me on this day that, being inform full authority, executed the same voluntarily for and as		ition of Mortgage, he or she, as such officer and with
Given under my hand and official seal this	day of	, 20
	<u></u>	Notary Public
My commission expires		

LASER PRO Lending, Ver. 5.24.00.203 Copr. Herland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - AL S:\CFIWIN\CFI\LPL\G201.FC TR-733442 PR-ALHELINC

. - ----

. - ...-