

**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**



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**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:**

X Virginia R Bailey (Seal)  
VIRGINIA R BAILEY

**LENDER:**

**SOUTHTRUST BANK**

X Beverly D. Leight (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

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COUNTY OF Shelby

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20041011000561770 Pg 2/2 66.50  
Shelby Cnty Judge of Probate, AL  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **VIRGINIA R BAILEY, UNMARRIED**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of August, 2004.

Deborah D. Hight  
Notary Public

My commission expires 11.22.04

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

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) SS

COUNTY OF \_\_\_\_\_

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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 \_\_\_\_\_