

RECORDATION REQUESTED BY:

SouthTrust Bank
Inverness 340
4651 Highway 280 East
Birmingham, AL 35243



20041117000633460 Pg 1/2 33.50
Shelby Cnty Judge of Probate, AL
11/17/2004 13:55:00 FILED/CERTIFIED,

WHEN RECORDED MAIL TO:

SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2266
Birmingham, AL 35201

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

SEND TAX NOTICES TO:

MARK A REYNOLDS, SR./A/K/A: MARK REYNOLDS
KIM W REYNOLDS
156 PHINCE ROAD
VINCENT, AL 35178

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

07400000000095017311790001114

THIS MODIFICATION OF MORTGAGE dated October 18, 2004, is made and executed between **MARK A REYNOLDS, SR./A/K/A: MARK REYNOLDS and KIM W REYNOLDS; HUSBAND AND WIFE** (referred to below as "Grantor") and SouthTrust Bank, whose address is 4651 Highway 280 East, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 5, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama as follows:

RECORDED DATE: MAY 17, 2004 **IN INSTR.#**20040517000258410 **PAGE 1-7, SECURING INDEBTEDNESS OF \$20,000.00 IN SHELBY COUNTY, ALABAMA RECORDS.**

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

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 EAST, THENCE EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 260.00 FEET; THENCE LEFT 90 DEG. 04 MIN. 46 SEC. A DISTANCE OF 120.00 FEET; THENCE LEFT 59 DEG. 58 MIN. 14 SEC. OF 110.0 FEET; THENCE LEFT 90 DEG. 03 MIN. 46 SEC. A DISTANCE OF 138.97 FEET; THENCE RIGHT 90 DEG. 30 MIN. 46 SEC. A DISTANCE OF 155.0 FEET; THENCE LEFT 90 DEG. 03 MIN. 46 SEC. A DISTANCE OF 281.02 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 156 PHINCE ROAD, VINCENT, AL 35178.

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

INCREASE MORTGAGE FROM \$20,000.00 TO \$53,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$13,000.00.

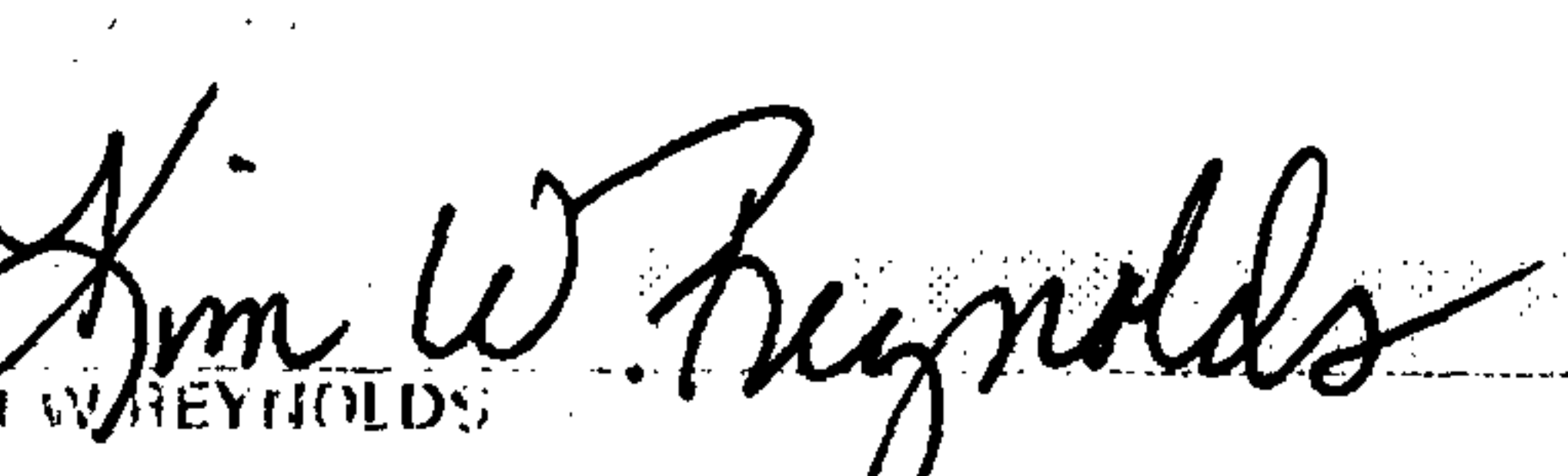
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to receive 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 OCTOBER 18, 2004.

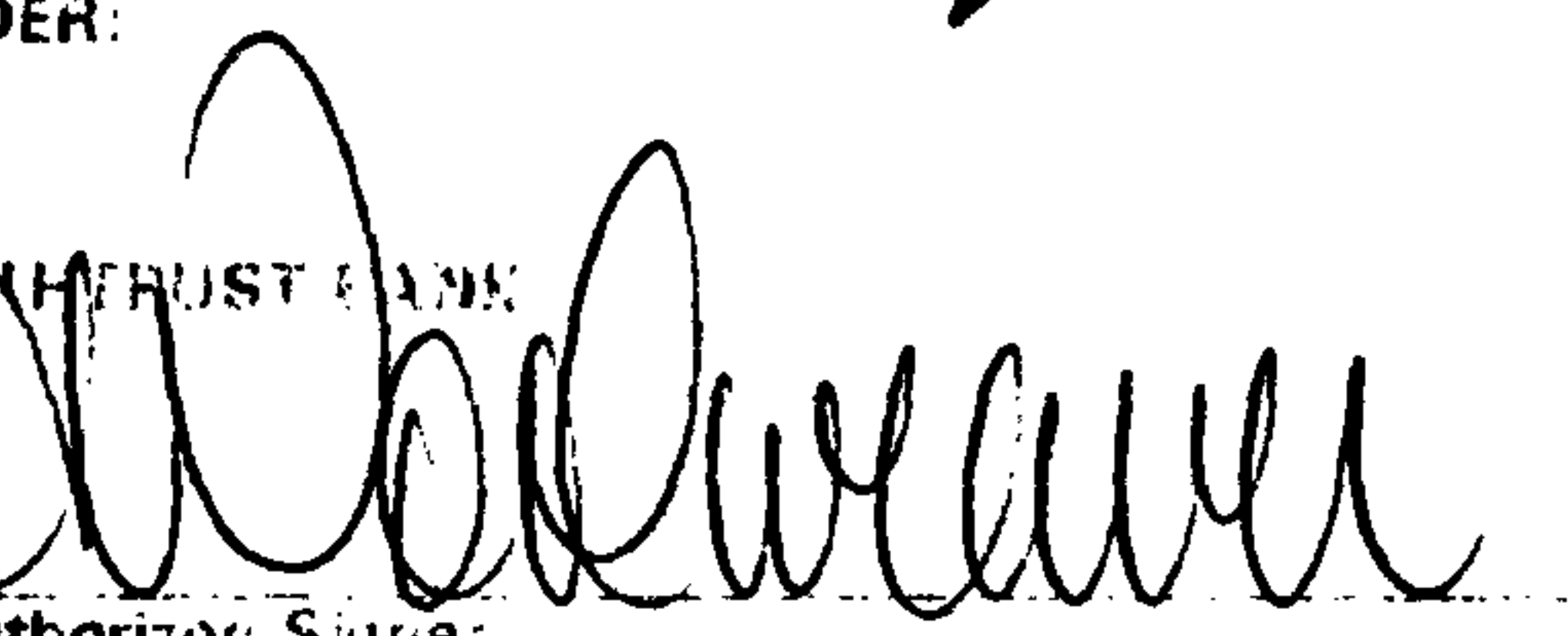
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
MARK A REYNOLDS, SR./A/K/A: MARK REYNOLDS

X  (Seal)
KIM W REYNOLDS

LENDER:

X  (Seal)
SOUTHTRUST BANK
Authorized Signer

This Modification of Mortgage prepared by:

Name: LINDA SMITH, 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

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county & said state, hereby certify that **MARK A REYNOLDS, SR.; A/K/A: MARK REYNOLDS and KIM W REYNOLDS, HUSBAND AND WIFE**, who are named and 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 19th day of October 2004
Constance Woolliwaver
Notary Public

MY COMMISSION EXPIRES
NOVEMBER 8, 2006

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county & 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 on the behalf of said corporation.

Given under my hand and official seal this 19th day of October 2004
Constance Woolliwaver
Notary Public

MY COMMISSION EXPIRES
NOVEMBER 8, 2006

My commission expires _____

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Shelby Cnty Judge of Probate:AL
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