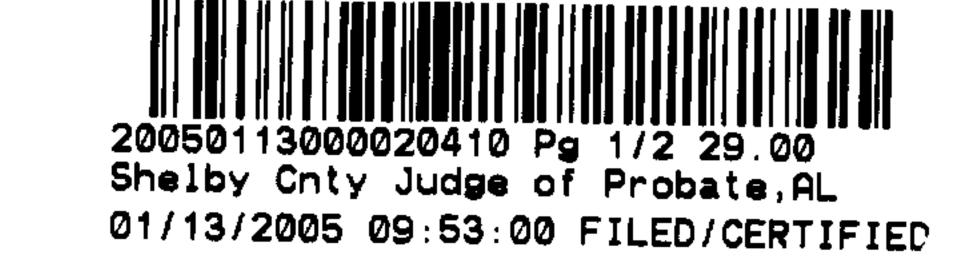
## RECORDATION REQUESTED BY:

SouthTrust Bank Oak Mountain 345 2261 Highway 31 South Pelham, AL 35124



### WHEN RECORDED MAIL TO:

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

#### SEND TAX NOTICES TO:

ANGELA JAMES a/k/a ANGELA JACKSON JAMES MICHAEL JAMES a/k/a MICHAEL DION JAMES 713 COLONIAL DR

ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

x Michael fran Muchael Vier Jewin

# MODIFICATION OF MORTGAGE



\*07400000000000095512070000118\*

THIS MODIFICATION OF MORTGAGE dated November 22, 2004, is made and executed between ANGELA JAMES a/k/a ANGELA JACKSON JAMES and MICHAEL JAMES a/k/a MICHAEL DION JAMES; WIFE AND HUSBAND (referred to below as "Grantor") and SouthTrust Bank, whose address is 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lender").

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

RECORDED 05-19-1999 INST # 1999-21000 MODIFICATION DATED 05-17-2004 RECORDED 06-22-2004 INST# 20040622000337460.

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

LOT 45AA ACCORDING TO THE RESURVEY OF VALLEY FORGE LOTS 44 AND 45 AS RECORDED IN MAP BOOK 21 PAGE 7 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 713 COLONIAL DR, ALABASTER, AL 35007.

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

INCREASE MORTGAGE FROM \$25,000.00 TO \$35,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000.00 .

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 NOVEMBER 22, 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:

Name: ANN PIERCE, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209



\*074000000000009551207000011 8\*

20050113000020410 Pg 2/2 29.00 Shelby Cnty Judge of Probate,AL 01/13/2005 09:53:00 FILED/CERTIFIED

# MODIFICATION OF MORTGAGE (Continued)

Page 2

		·	
	NDIVIDUAL ACKNOV	WLEDGMENT	
STATE OF Alabama	<b></b>		
COUNTY OF Shelby	) SS 		
I, the undersigned authority, a Notary Public in JAMES and MICHAEL JAMES a/k/a MICHAEL I who are known to me, acknowledged before m voluntarily on the day the same bears date.  Given under my hand and official seal this  My commission expires  Alas /2007	pion James, Wife and Husine on this day that, being informable and an end of	BAND, whose names are signed ned of the contents of said Mod	to the foregoing instrument, and
	LENDER ACKNOWL	EDGMENT	······································
STATE OF Alabama	<b>}</b>		
COUNTY OF Shelloy	) SS )		
I, the undersigned authority, a Notary Public in a South Four Pour acknowledged before me on this day that, being full authority, executed the same voluntarily for a Given under my hand and official seal this	g informed of the contents of sa	ned to the foregoing Modificat aid Modification of Mortgage, he	se Huckebasion and who is known to me, or she, as such officer and with
My commission expires 425/200		Mulyn Motary	Public Lukely

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