


RECORDATION REQUESTED BY:
SouthTrust Bank, National Association
Medical Banking 355
100 Office Park Drive
Birmingham, AL 35223

WHEN RECORDED RETURN TO:
WACHOVIA BANK, N.A.
PO BOX 50010
ROANOKE, VA 24022

SEND TAX NOTICES TO:
ELIZABETH ANN LOWENTHAL
PO BOX 11
COLUMBIANA, AL 35051

43865622-000 2000 2000

20081017000408420 1/2 \$65.00
Shelby Cnty Judge of Probate, AL
10/17/2008 10:50:57AM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000009542130900011 9

THIS MODIFICATION OF MORTGAGE dated February 16, 2000, is made and executed between **ELIZABETH ANN LOWENTHAL; UNMARRIED** (referred to below as "Grantor") and **SouthTrust Bank, National Association**, whose address is **Medical Banking 355, 100 Office Park Drive, Birmingham, AL 35223** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED IN BOOK 1997 AT PAGE 16210.

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

A parcel of land in the southeast quarter of the southeast quarter of Section 34, Township 21 South, Range 1 West, being the same land described in a deed to Leila D. Horton, recorded in Deed Book 349 at Page 180, of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows: Beginning at a concrete monument, found at the southeast corner of said Section 34; thence S 89 deg. 15' 02" W, along the south line of said section, a distance of 1018.74 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence N 26 deg. 17' 16" E, a distance of 37.99 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence N 37 deg. 10' 17" E, a distance of 200.46 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165", on the northwest edge of an existing road; thence N 50 deg. 55' 29" E, along the northwest edge of said road, a distance of 29.12 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence S 89 deg. 15' 02" W, a distance of 475.09 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165", at the northwest corner of a parcel of land belonging to Willie and Debra Salster, recorded in Real Book 24, at Page 293 of the Real property Records of Shelby County; thence N 00 deg. 37' 50" W, along the west line of the southeast quarter of the southeast quarter of said Section 34, a distance of 1134.58 feet, to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165", at the northwest corner of said Sixteenth Section; thence N 88 deg. 54' 37" E, along the north line of said Sixteenth Section, a distance of 1331.19 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165", on the northeast corner of said Sixteenth Section; thence S 00 deg. 37' 26" E, a distance of 1352.49 feet to the point of beginning.

The Real Property or its address is commonly known as 1050 HORTON FARM RD, COLUMBIANA, AL 35051.

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

INCREASE MORTGAGE FROM \$57,400.00 TO \$91,400.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$34,000.00.

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 FEBRUARY 16, 2000. 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)
ELIZABETH ANN LOWENTHAL, Individually

LENDER:

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JOLEE FINDLEY, Loan Processor Ln# 95421309
Address: 234 Goodwin Crest Drive 5th Floor
City, State, ZIP: Birmingham, AL 35209



074000000009542130900011 9

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ELIZABETH ANN LOWENTHAL**, 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 16 day of February, 2000.
Barbara J. Flowers
Notary Public

My commission expires Jan. 20, 2002

LENDER ACKNOWLEDGMENT

STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SouthTrust Bank, NA a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of said , 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 16 day of February, 2000.
Barbara J. Flowers
Notary Public

My commission expires Jan. 20, 2002



20081017000408420 2/2 \$65.00
Shelby Cnty Judge of Probate, AL
10/17/2008 10:50:57AM FILED/CERT