

RECORDATION REQUESTED BY:

SouthTrust Bank
Inverness 346
4651 Highway 280 East
Birmingham, AL 35243

20021230000649490 Pg 1/2 252.50
Shelby Cnty Judge of Probate, AL
12/30/2002 09:07:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

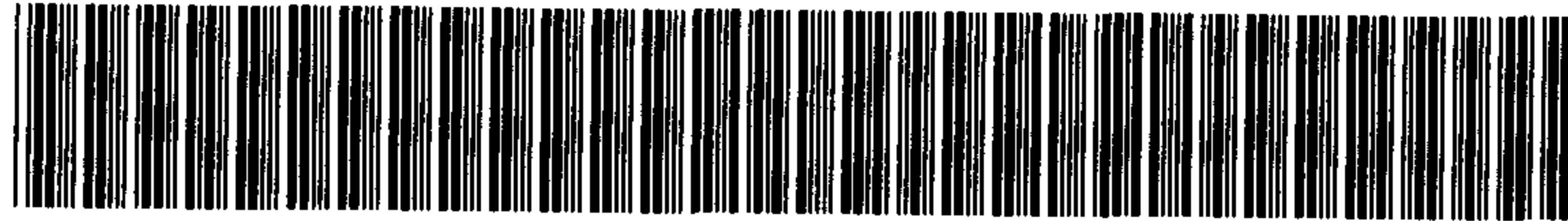
SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

ROBERT N REEVE
PAMELA B REEVE
3113 BROOKHILL DR
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 29, 2002, is made and executed between **ROBERT N REEVE and PAMELA B REEVE; HUSBAND AND WIFE; JTWROS** (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 August 15, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 09/23/2002 IN DEED BOOK 2002 AT PAGE 45692.

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

All that certain parcel of land situated in CITY OF BIRMINGHAM being known as LOT 30, MEADOW BROOK SUBDIVISION, 16TH SECTOR, 1ST PHASE, RECORDED IN PLAT BOOK 9, PAGE 151, A & B, BEING THE SAME PREMISES AS CONVEYED TO ROBERT N. REEVE AND PAMELA B. REEVE FROM CHARLES D. ROBINSON, JR. AND HALEDA S. ROBINSON and being more fully described in Deed Book 344 Page 169 recorded on 05/22/1991 among the land records of SHELBY County, AL.
Parcel ID Number: 10-1-01-0-001-001-058

The Real Property or its address is commonly known as 3113 BROOKHILL DR, BIRMINGHAM, AL 35242.

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


INCREASE MORTGAGE FROM \$ 178,000.00 TO \$ 337,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 159,000.00 .


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 29, 2002.

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)
ROBERT N REEVE, Individually

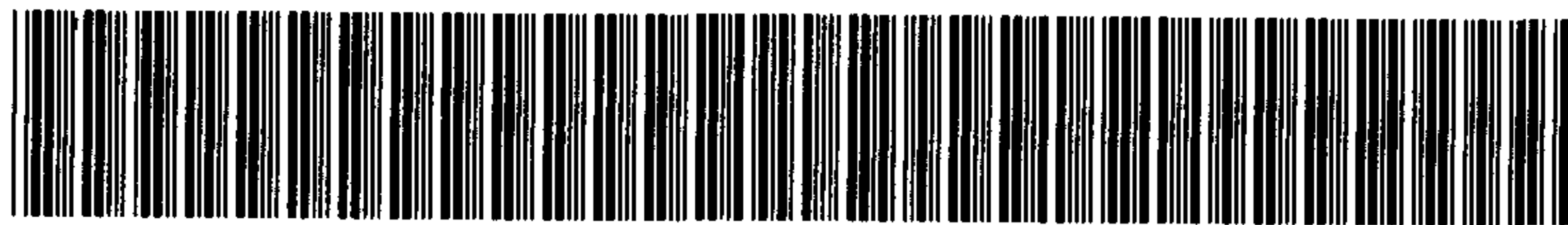
X  (Seal)
PAMELA B REEVE, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANITA SMITH, Loan Processor
Address: 234 Goodwin Crest Drive
City, State, ZIP: Birmingham, AL 35209



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**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT N REEVE and PAMELA B REEVE, HUSBAND AND WIFE; JTWS**, whose names are 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 29 day of November, 20 02.

Melanie M. Couch
Notary Public

My commission expires 7/28/03

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Shelby) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert Reeve 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 29 day of November, 20 02.

Robert M. Howell
Notary Public

MY COMMISSION EXPIRES
OCTOBER 4, 2003.

My commission expires _____