

RECORDATION REQUESTED BY:

SouthTrust Bank
Riverchase 331
3089 Highway 150 South
Birmingham, AL 35244

20030602000337290 Pg 1/2 254.00
Shelby Cnty Judge of Probate, AL
06/02/2003 09:42:00 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:

PATRICIA H OH
SIN CHENN YOE
1073 OAK TREE RD
HOOVER, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

0740000000000950039707100011 A

THIS MODIFICATION OF MORTGAGE dated April 26, 2003, is made and executed between **PATRICIA H OH; SINGLE** and **SIN CHENN YOE; SINGLE** (referred to below as "Grantor") and SouthTrust Bank, whose address is 3089 Highway 150 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 2001 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED ON 08/20/2001, BOOK 2001, PAGE 35587.

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 HOOVER being known as LOT 3114, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 31ST ADDITION AS RECORDED IN MAP BOOK 18, PAGE 122, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, BEING THE SAME PREMISES AS CONVEYED SIN CHENN YOE AND PATRICIA H. OH FROM GARDEN BROTHERS HOMEBUILDERS, INC. and being more fully described in Deed Book 1997 Page 13306 recorded on 04/30/1997 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 1073 OAK TREE RD, HOOVER, AL 35244.

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

INCREASE MORTGAGE FROM \$90,000.00 TO \$250,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$160,000.00 .


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 APRIL 26, 2003.


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)
PATRICIA H OH, Individually

X  (Seal)
SIN CHENN YOE, Individually

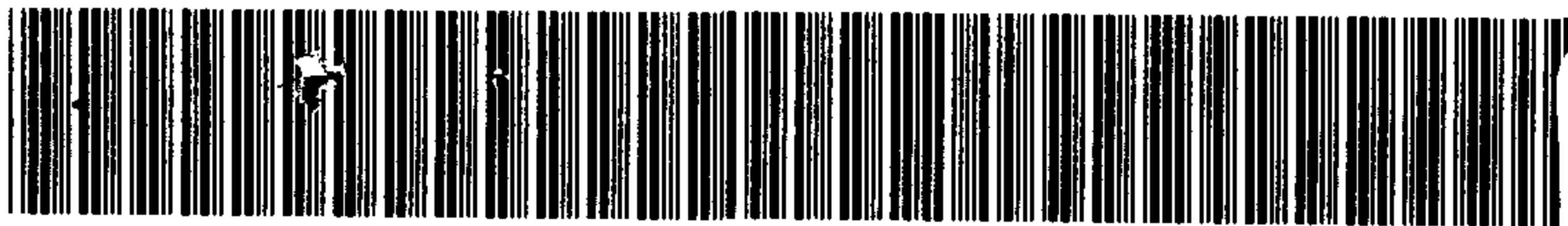
LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JOYCE CRAWFORD, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, AL 35209

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MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **PATRICIA H OH and SIN CHENN YOE, SINGLE**, 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 26th day of April, 2003
[Signature]
Notary Public
MY COMMISSION EXPIRES JUNE 27, 2003.
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
)

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 _____