

RECORDATION REQUESTED BY:

SouthTrust Bank
Private Banking 335
100 Office Park Drive
Birmingham, AL 35223

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

JOSEPH F COVINGTON
CATHERINE L COVINGTON
3584 SHANDWICK PLACE
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 March 28, 2003, is made and executed between JOSEPH F COVINGTON and CATHERINE L COVINGTON; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 100 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 25, 1996 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED JANUARY 9, 1997 IN BOOK 1997/00825, MODIFICATION OCTOBER 29, 1998 RECORDED 12/21/1998 INST# 1998/50798.

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

LOT 114, ACCORDING TO THE MAP AND SURVEY OF GREYSTONE, 1ST SECTOR, 1ST PHASE, AS RECORDED IN MAP BOOK 14, PAGE 91, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3584 SHANDWICK PLACE, BIRMINGHAM, AL 35242.

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


THIS MODIFICATION IS FOR THE SOLE PURPOSE TO DECREASE THE AMOUNT FROM \$285,000.00 TO \$258,000.00 THIS LINE WAS DECREASED BY \$27,000.00.


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 endorser 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 MARCH 28, 2003.

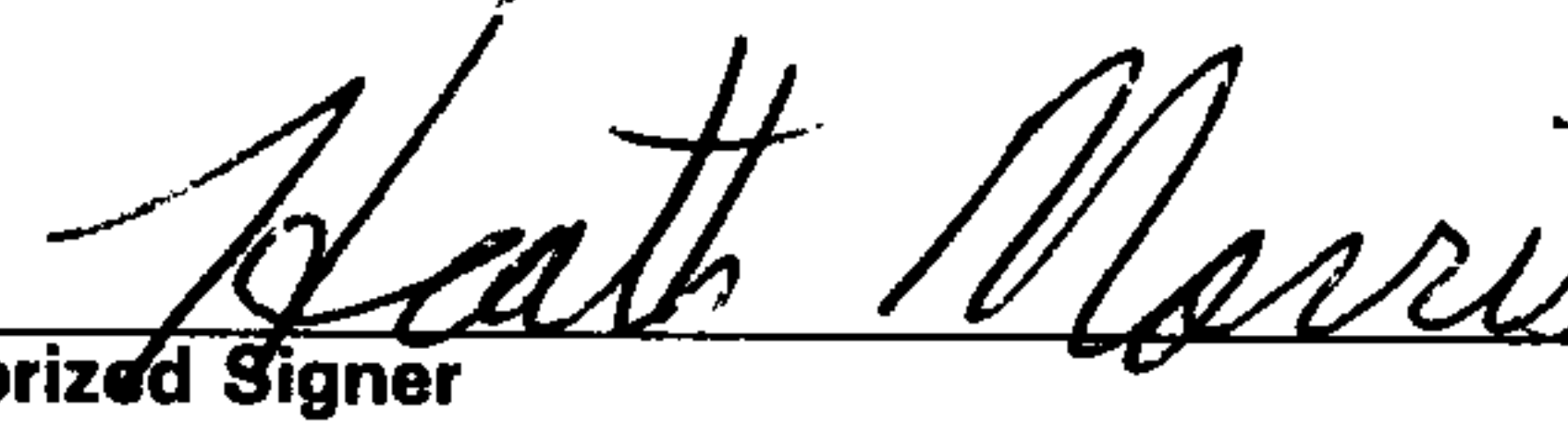
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
JOSEPH F COVINGTON, Individually

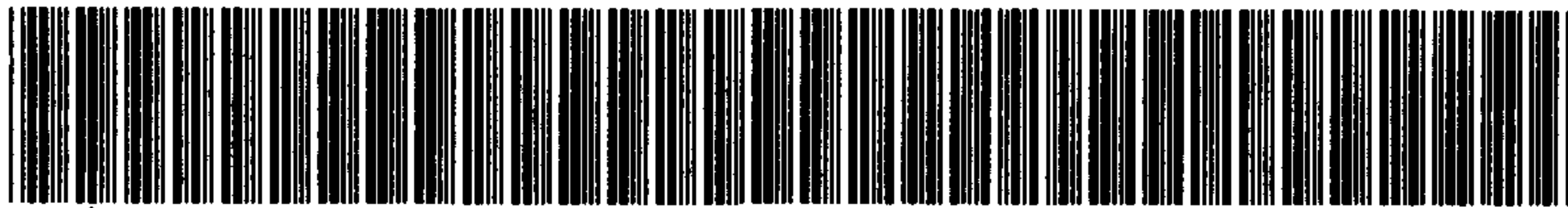
X  (Seal)
CATHERINE L COVINGTON, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JANIE BRIGGS, 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)
) SS
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JOSEPH F COVINGTON and CATHERINE L COVINGTON, HUSBAND AND WIFE**, 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 6th day of May, 2003.

[Signature]
Notary Public

My commission expires 2/2/05

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Heath Moxie's Loan Officer & AUP 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 12th day of May, 2003.

[Signature]
Notary Public

My commission expires MY COMMISSION EXPIRES
AUGUST 27, 2006.