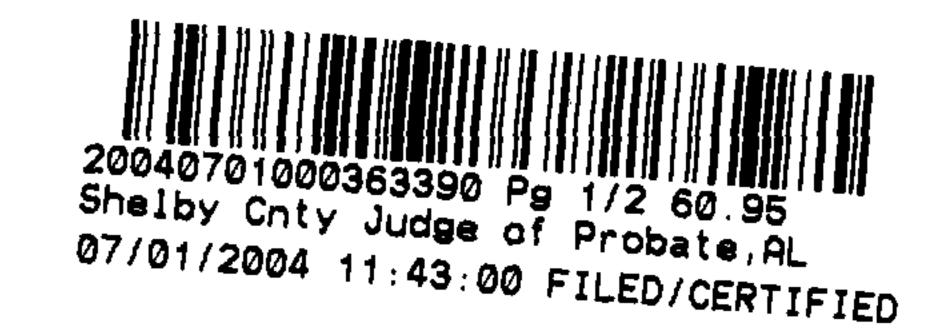
RECORDATION REQUESTED BY:

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

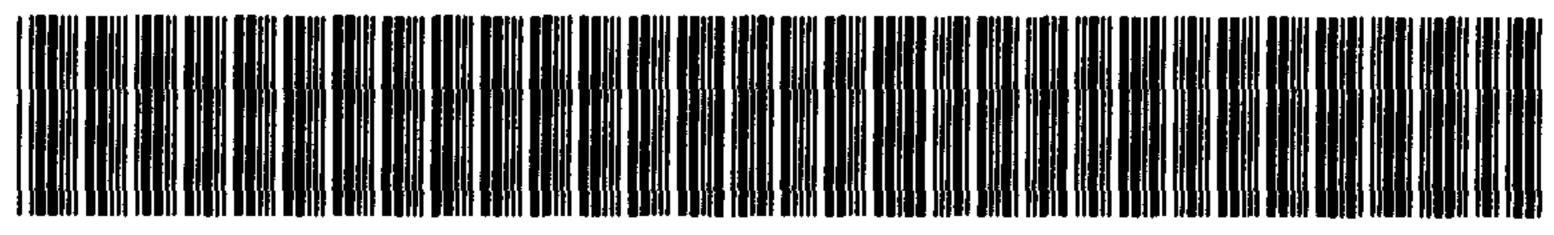
SEND TAX NOTICES TO:

BILLY J REID LORENE REID 200 STETSON LANE ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(Seal)

MODIFICATION OF MORTGAGE



0740000000000950035120100011 A

THIS MODIFICATION OF MORTGAGE dated May 7, 2004, is made and executed between BILLY J REID and LORENE REID; HUSBAND AND WIFE (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 December 22, 2000 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 1-11-2001 INSTRUMENT #2001-01165.

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

UNIT 3 IN SADDLE LAKE FARMS CONDOMINIUM A CONDOMINIUM LOCATED IN SHELBY COUNTY ALABAMA AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AS RECORDED IN IST. #1995-17533 AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC. AS RECORDED IN INST. #1995-17530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA TOGETHER WITH AN UNDIVIDED 1/174 INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS CONDOMINIUM AS SET OUT IN THE SAID DECLARATION OF CONDOMINIUM SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM AS RECORDED IN MAP BOOK 20, PAGE 20 A AND B IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as 200 STETSON LANE, ALABASTER, AL 35007.

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

INCREASE MORTGAGE FROM \$26,000.00 TO \$57,250.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$31,250.00.

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 MAY 7, 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:

X BILLY J REID (Seal) X DEID (Seal) X LORENE REID

LENDER:

x Clerc Hahela (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CAROL JULIANO, Loan Processor Address: 220 Wildwood Parkway City, State, ZIP: Homewood, AL 35209



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MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Alabama	20040701000363390 Pg 2/2 60.95
	Shelby Cnty Judge of Probate, AL 07/01/2004 11:43:00 FILED/CERTIFIED
COUNTY OF Jefferson)
L the undersianed outberity a Notery Dublic in and for soid county	socid state, baraby cartify that BILLY I DEID and LODENE DEID, LUICDANO
AND WIFE, whose names are signed to the foregoing instrument,	said state, hereby certify that BILLY J REID and LORENE REID, HUSBAND and who are known to me, acknowledged before me on this day that, being
informed of the contents of said Modification, they executed the sa	\sim
Given under my hand and official seal this(lay of 11107
MY COMMISSION EXPIRES	Notary Public
OCTORER A 2007	iavialy rubiic
My commission expires	
LENDER ACKNOWLEDGMENT	
STATE OF Alabamee	
\mathcal{M}_{i} \mathcal{M}_{i}) SS
COUNTY OF SUMM	
	0 1.7 2 2.11.
I, the undersigned authority, a Notary Public in and for said county	said state, hereby certify that SouthTrust Brustion, is signed to the foregoing Modification and who is known to me,
acknowledged before me on this day that, being informed of the continuous	tents 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 sa	INAMA
Given under my hand and official seal this	lay of 10000
	Notary Public Mulic
2/25/07	
My commission expires	

LASER PRO Lending, Ver. 5.23.20.002 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - AL S:\CFIWIN\CFI\LPL\G201.FC TR-696217 PR-ALHELING