

RECORDATION REQUESTED BY:

SouthTrust Bank
Office Park 332
100 Office Park Drive
Birmingham, AL 35223

WHEN RECORDED MAIL TO:

SouthTrust Bank
Attn: Consumer Loan Group
P O Box 830826
Birmingham, AL 35209

SEND TAX NOTICES TO:

GINGER H SOVA
7029 INVERNESS GREEN LANE
BIRMINGHAM, AL 35242

STEWART NATIONAL TITLE, INC.
3595 GRANDVIEW PARKWAY
SUITE 250
BIRMINGHAM, AL 35243

Inst # 2000-40766

11/28/2000-40766
09:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 89.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 7, 2000, is made and executed between GINGER H SOVA; UNMARRIED (referred to below as "Grantor") and SouthTrust Bank, whose address is Office Park 332, 100 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 18, 1999 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 7-28-99 INSTRUMENT NO. 1999-31530.

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

LOT 19, ACCORDING TO THE SURVEY OF INVERNESS GREEN, AS RECORDED IN MAP BOOK 21, PAGE 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 7029 INVERNESS GREEN LANE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$ 100,000.00 TO \$ 150,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 50,000.00.

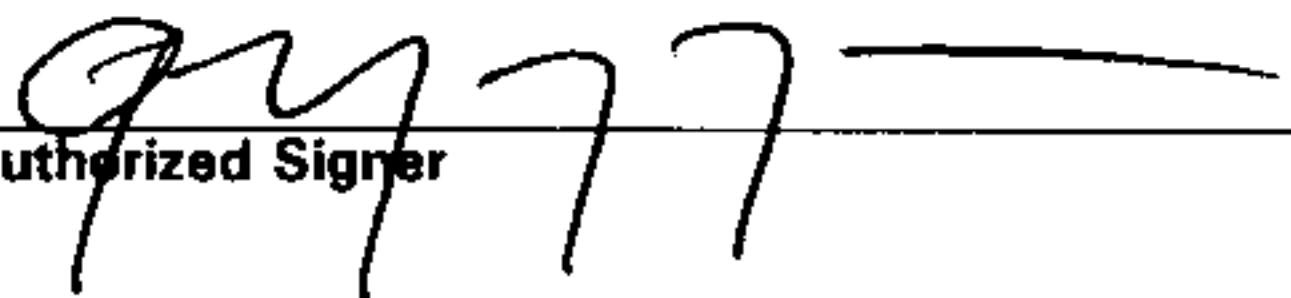
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 NOVEMBER 7, 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:

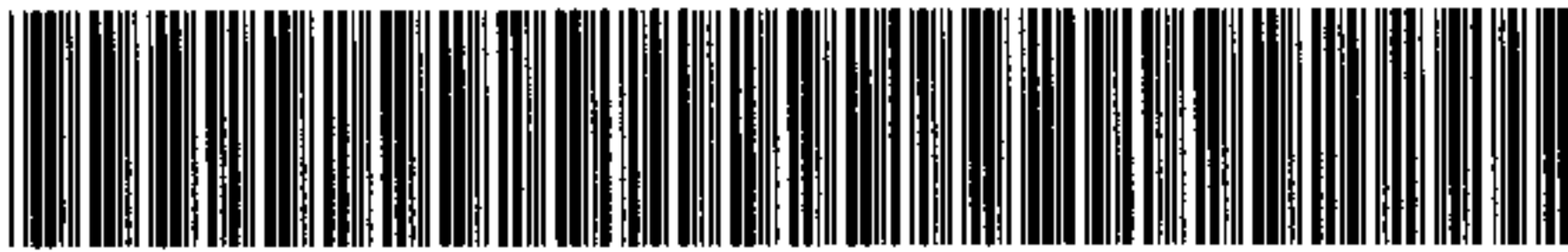
x  (Seal)
GINGER H SOVA, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CAROL JULIANO, LOAN PROCESSING #9500097796
Address: 234 GOODWIN CREST DR.
City, State, ZIP: BIRMINGHAM, AL 35209



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MODIFICATION OF MORTGAGE
(Continued)

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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 **GINGER H SOVA**, 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 7 day of November, 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 Brey Yeager 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 7 day of November, 2000.

Barbara J. Flowers
Notary Public

My commission expires Jan. 20, 2002

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