RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

SOUTHTRUST BANK P.O. BOX 2233

BIRMINGHAM, AL. 35 PHWART NATIONAL TITLE, INC.

SEND TAX NOTICES TO:3595 GRANDVIEW PARKWAY **JEFFERY M LURIE SUITE 350**

KIMBERLY K LURIE 1596 SOUTH POINTE

BIRMINGHAM, AL 35243

BIRMINGHAM, AL 35244

300E SHELBY COUNTY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated January 5, 2001, is made and executed between JEFFERY M LURIE and KIMBERLY K LURIE; HUSBAND AND WIFE (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 October 21, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12/04/98, INSTRUMENT NO. 1998/48175.

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

LOT 1, ACCORDING TO THE SURVEY OF SOUTHPOINTE, 3RD SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. (B20004784)

The Real Property or its address is commonly known as 1596 SOUTH POINTE, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$ 50,000.00 TO \$ 75,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 25,000.00.

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 JANUARY 5, 2001. 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.

(Seal) (Seal)

LENDER:

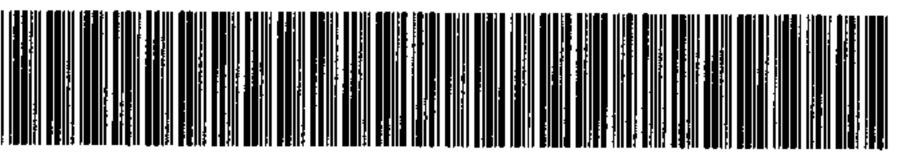
GRANTOR:

(Seal)

This Modification of Mortgage prepared by:

Name: JANE ALLEN, PROCESSOR LOAN #95494635

Address: 234 GOODWIN CREST DRIVE City, State, ZIP: BIRMINGHAM, AL 35209



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MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENI	
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 JEFFERY M LURIE and KIMBERLY K LURIE, 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 seai this	
LENDER ACKNOWLEDGMENT	
STATE OF ALABAMA	}
) SS
COUNTY OF SHELBY)
	day of January 2001.

(LASER PRO Lending, Reg. U.S. Pat. & T.M. OFF., Ver. 5.12.03.06 (c) Concentrex 1997, 2001. All Rights Reserved. AL c:\CFIWIN\CFI\LPL\G201.FC TR-80980 PR-ALHELINC\

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10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 NMB 51.50