



RECORDATION REQUESTED BY:

SouthTrust Bank
Senior Officer Banking 357
100 Office Park Dr.
Birmingham, AL 35223

WHEN RECORDED MAIL TO:

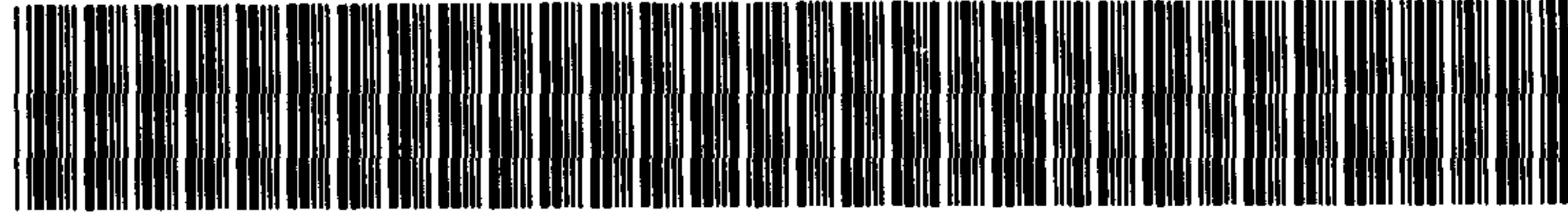
SouthTrust Bank
Senior Officer Banking 357
100 Office Park Dr.
Birmingham, AL 35223

SEND TAX NOTICES TO:

CHARLES L HAMILTON JR
DEBORAH HAMILTON
1937 RIVERWAY DRIVE
HOOVER, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



074000000000950020350100011 0

THIS MODIFICATION OF MORTGAGE dated February 8, 2002, is made and executed between CHARLES L HAMILTON JR and DEBORAH HAMILTON; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 100 Office Park Dr., Birmingham, AL 35223 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 25, 2000 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED: 04/14/2000, INST:2000-12488.

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

LOT 262, ACCORDING TO THE SURVEY OF NINTH ADDITION TO RIVERHOUSE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 46 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1937 RIVERWAY DRIVE, HOOVER, AL 35244.

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

INCREASE MORTGAGE FROM \$30,000.00 TO \$ 50,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 20,000.00.

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 FEBRUARY 8, 2002.

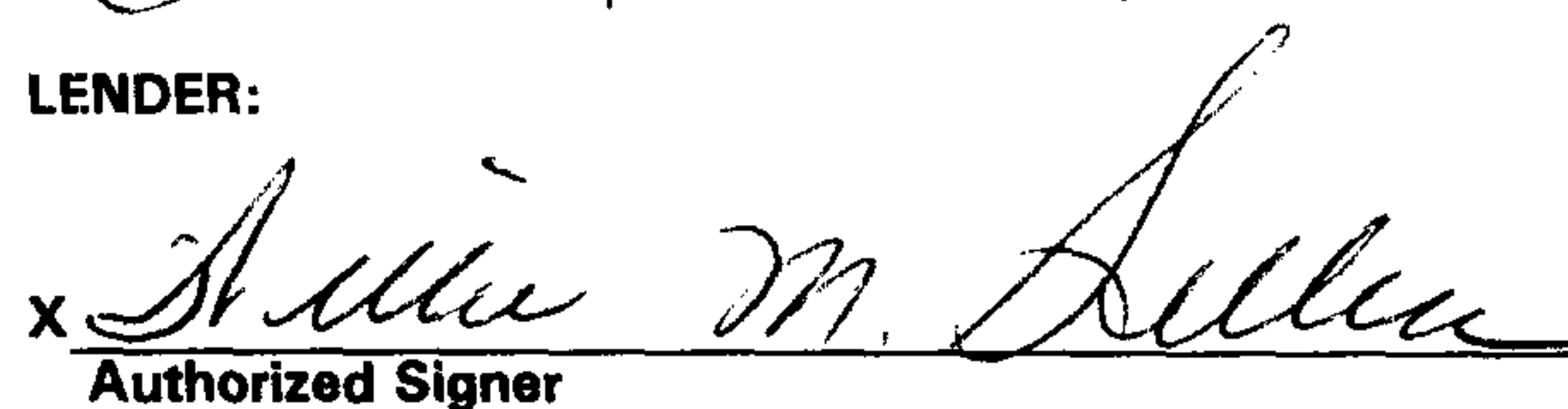
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
CHARLES L HAMILTON JR Individually

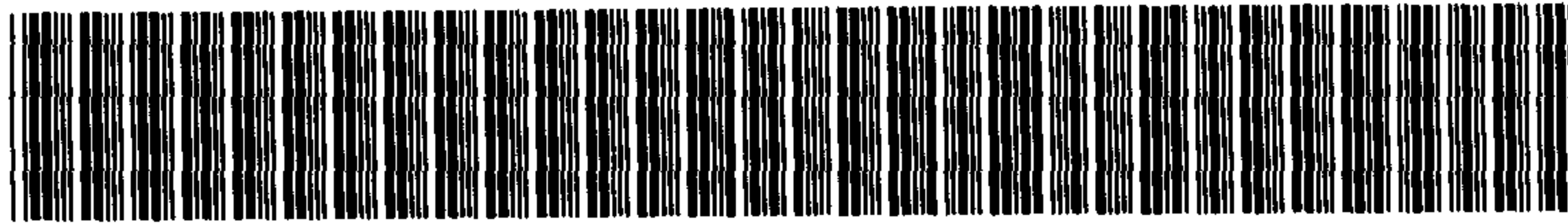
X  (Seal)
DEBORAH HAMILTON, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SONJA BLOCKER, Loan Processor
Address: 234 Goodwin Crest Drive
City, State, ZIP: Birmingham, AL 35209



074000000000950020350100011 0

20020517000235240 Pg 2/2 44.00
Shelby Cnty Judge of Probate, AL
05/17/2002 12:47:00 FILED/CERTIFIED

**MODIFICATION OF MORTGAGE
(Continued)**

INDIVIDUAL 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 **CHARLES L HAMILTON JR and DEBORAH HAMILTON, 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 8th day of February, 2002.
Ar M. Aze
Notary Public

My commission expires 2/7/04

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 Willie M. Sellers of South Trust Bank 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 8th day of February, 2002.
Ar M. Aze
Notary Public

My commission expires 2/7/04