

RECORDATION REQUESTED BY:

SouthTrust Bank
Alabaster 336
831 North First Street
Alabaster, AL 35007

WHEN RECORDED MAIL TO:

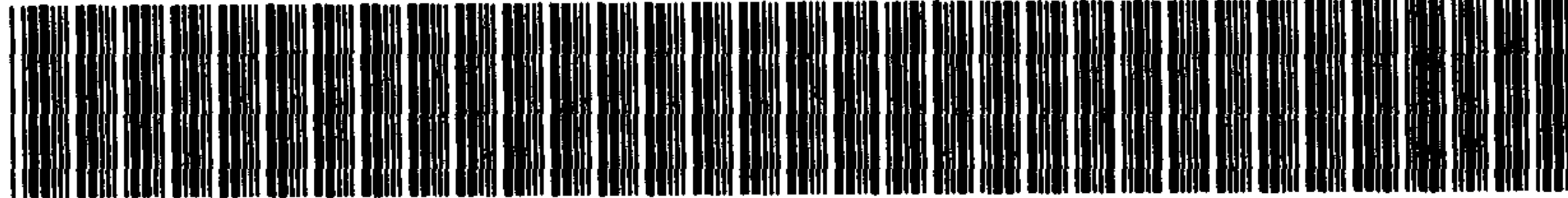
SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

SCOTTIE L HOUSTON
DIANE H HOUSTON
304 TRADEWINDS CIR
ALABASTER, AL 35007

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated April 4, 2002, is made and executed between SCOTTIE L HOUSTON and DIANE H HOUSTON; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 831 North First Street, Alabaster, AL 35007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 17, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 12/15/97, BOOK, PAGE, INSTRUMENT #1997-40702.

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

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF ALABASTER BEING KNOWN AS LOT 100, PORT SOUTH SUBDIVISION, 3RD SECTION, PLAT BOOK 7, PAGE 110, BEING THE SAME PREMISES AS CONVEYED TO SCOTTIE L. HOUSTON AND DIANE H. HOUSTON FROM SAMMIE GEORGE NOLEN AND LORENE MARIE NOLEN AND BIENG MORE FULLY DESCRIBED IN DEED BOOK 307 PAGE 685 RECORDED ON 08/03/1990 AMONG THE LAND RECORDS OF SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 304 TRADEWINDS CIR, ALABASTER, AL 35007.

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 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 APRIL 4, 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 Scottie L Houston (Seal)
SCOTTIE L HOUSTON, Individually

x Diane H Houston (Seal)
DIANE H HOUSTON, Individually

LENDER:

x LaRuse Coleman (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: JANE ALLEN, Loan Processor
Address: 234 Goodwin Crest Drive
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 **SCOTTIE L HOUSTON and DIANE H HOUSTON, 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 4th day of April, 20 02.

SANDY CANTRELL

Notary Public, Alabama State at Large

My commission expires My Commission Expires September 26, 2002.

Sandy Cantrell
Notary Public

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 LaTrese Coleman 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 4th day of April, 20 02.

SANDY CANTRELL

Notary Public, Alabama State at Large

My commission expires My Commission Expires September 26, 2002.

Sandy Cantrell
Notary Public