

RECORDATION REQUESTED BY:

SouthTrust Bank
Metro Lending
112 North 20th Street, 4th floor
P. O. Box 2554
Birmingham, AL 35203

WHEN RECORDED MAIL TO:

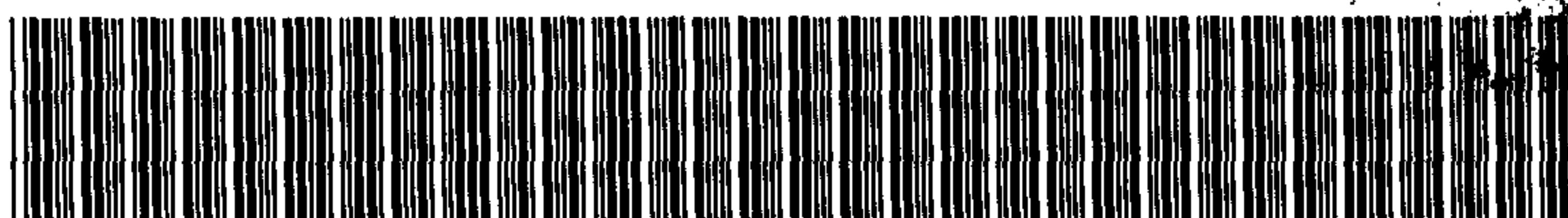
SouthTrust Bank
Metro Lending
112 North 20th Street, 4th floor
P. O. Box 2554
Birmingham, AL 35203

SEND TAX NOTICES TO:

SouthTrust Bank
Metro Lending
112 North 20th Street, 4th floor
P. O. Box 2554
Birmingham, AL 35203

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



07400151351350000016022000124

THIS MODIFICATION OF MORTGAGE dated June 26, 2002, is made and executed between **EDDIE R. GENTRY**, whose address is 621 VALLEY VIEW DR, PELHAM, AL 35124 (referred to below as "Grantor") and SouthTrust Bank, whose address is 112 North 20th Street, 4th floor, P. O. Box 2554, Birmingham, AL 35203 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 1995 (the "Mortgage") which has been recorded in Shelby County, State of Alabama, as follows:

Instrument #1995/19388 recorded in the Office of the Judge of Probate of Shelby Co., Alabama.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1371 McCain Parkway, Pelham, AL 35124.

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

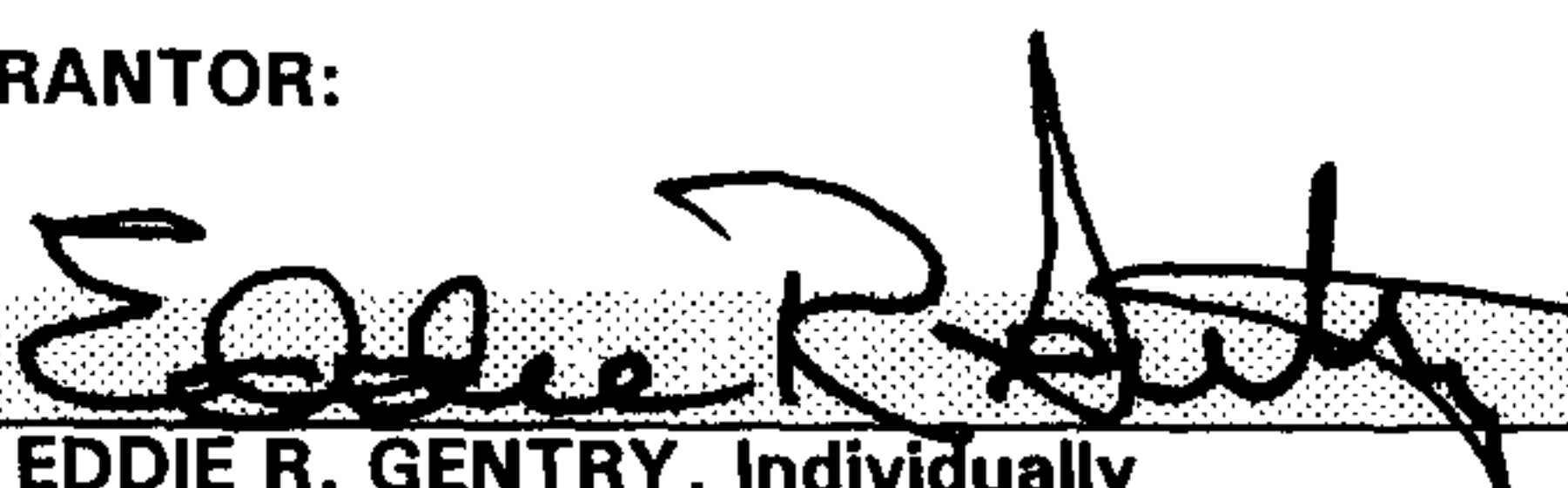
Increase amount from \$563,000.00 to \$701,000.00.

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 JUNE 26, 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:

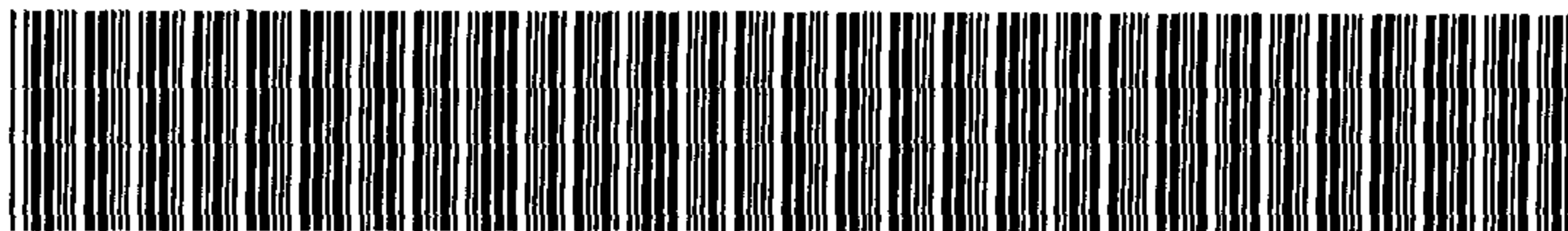
X  (Seal)
EDDIE R. GENTRY, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name:
Address:
City, State, ZIP:



07400151351350000016022000124

Loan No: 0000016022

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 EDDIE R. GENTRY, 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 26th day of JUNE, 20 02.

David B. Patton III
Notary Public

MY COMMISSION EXPIRES
MARCH 8, 2006.

My commission expires _____

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 David B. Patton III 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 26th day of June, 20 02.

Kristi L. Bryant
Notary Public

MY COMMISSION EXPIRES

My commission expires JUNE 28, 2004.