

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

GARRY C HILL SR  
BRENDA HILL  
6643 REMINGTON DRIVE  
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**



\*074000000000000009581713300011 0\*

**THIS MODIFICATION OF MORTGAGE dated July 18, 2002, is made and executed between GARRY C HILL SR and BRENDA HILL; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 100 Office Park Drive, Birmingham, AL 35223 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 18, 1997 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

**RECORDED ON 07-31-97 IN DEED BOOK 1997 PAGE 24078.**

**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 PELHAM BEING KNOWN AS LOT 57, QUAIL RUN, PHASE 2, MAP BOOK 7, PAGE 113; AND BEING MORE FULLY DESCRIBED IN DEED BOOK 1994 PAGE 22660 RECORDED ON 07-19-94 AMONG THE LAND RECORDS OF SHELBY COUNTY AL

The Real Property or its address is commonly known as 6643 REMINGTON DRIVE, PELHAM, AL 35124.

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

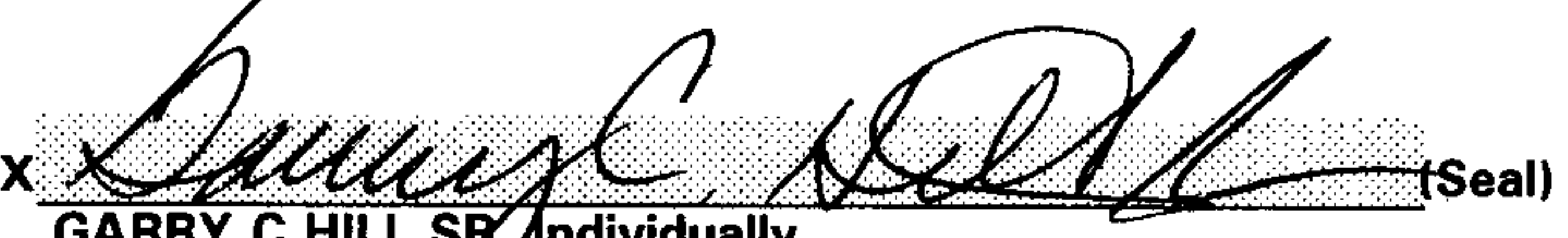
**INCREASE MORTGAGE FROM \$36,000.00 TO \$64,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$28,000.00.**

**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 JULY 18, 2002.**

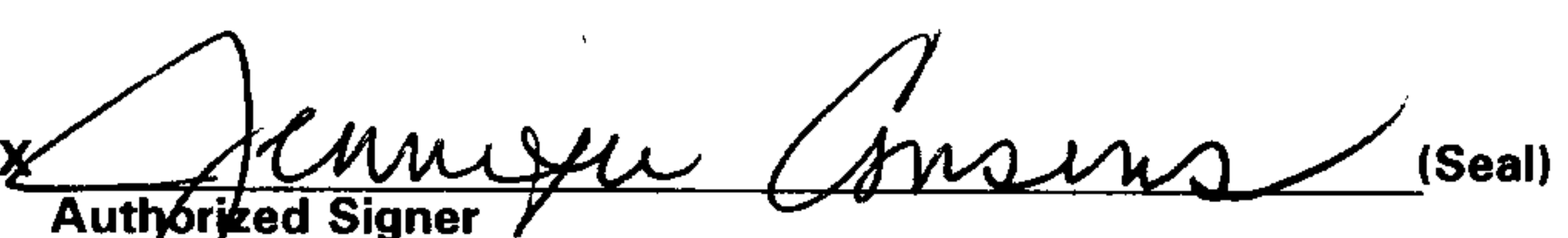
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
GARRY C HILL SR, Individually

X  (Seal)  
BRENDA HILL, Individually

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

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



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**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 **GARRY C HILL SR and BRENDA HILL, 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 18 day of July, 2002.

[Signature]  
Notary Public

My commission expires MY COMMISSION EXPIRES APRIL 5, 2005.

**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_