

RECORDATION REQUESTED BY:
SouthTrust Bank, National Association
Private Banking 352
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:
BILLY J HAND JR
CATHY C HAND
76 DEER CROSS RD
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated August 6, 2002, is made and executed between BILLY J HAND JR and CATHY C HAND; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, National Association, 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 July 18, 2002 (the "Mortgage") which has been recorded in ~~SHELBY~~ **SHELBY County, State of Alabama, as follows:**

RECORDED 07/18/2002 INSTRUMENT # 2002 0718000335060 IN SHELBY COUNTY.

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

LOT 3, ACCORDING TO THE SURVEY OF STONEGATE REALTY- PHASE ONE, AS RECORDED IN MAP BOOK 29, PAGE 4A AND 4B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 141 STONEGATE DRIVE, BIRMINGHAM, AL 35242.

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

INCREASE AMOUNT TO ~~\$200,000.00~~.

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 AUGUST 6, 2002.

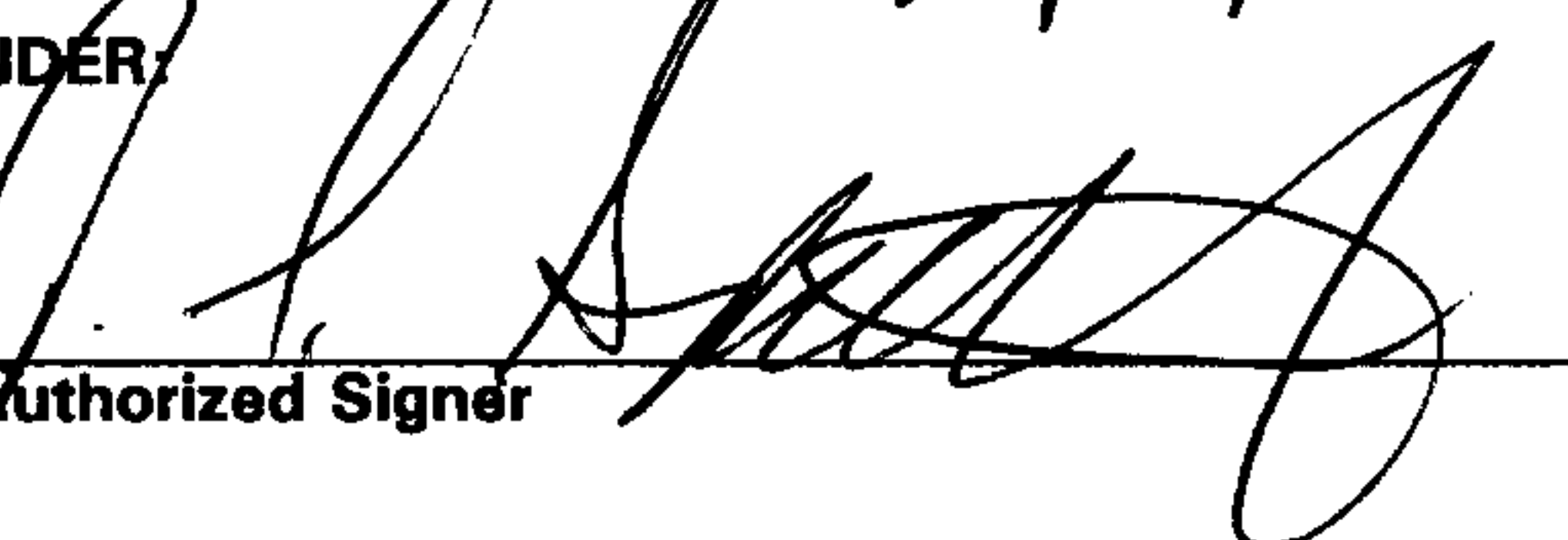
THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
BILLY J HAND JR, Individually

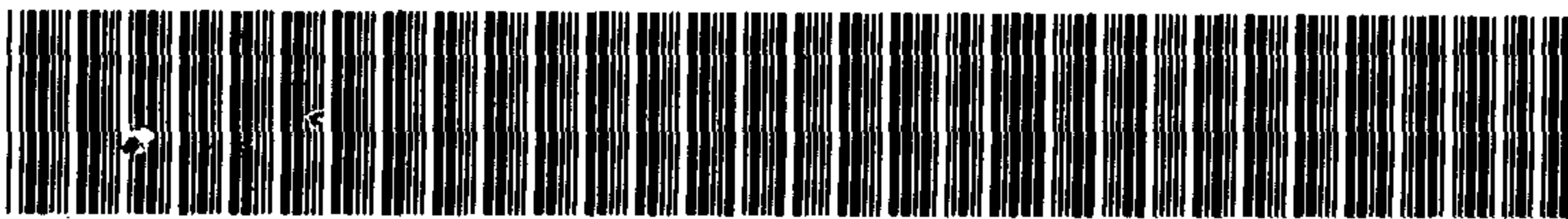
X  (Seal)
CATHY C HAND, Individually

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

**Name: ROBBY OLIVE, 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 **BILLY J HAND JR and CATHY C HAND, 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 28th day of August, 2002.

Cindy R Mitchell
Notary Public

MY COMMISSION EXPIRES

My commission expires MARCH 16, 2003.

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 _____ 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 28th day of August, 2002.

Cindy R Mitchell
Notary Public

MY COMMISSION EXPIRES

My commission expires MARCH 16, 2003.