

RECORDATION REQUESTED BY:

SouthTrust Bank
Hueytown River Square 339
109 River Square Plaza
Hueytown, AL 35023

20030103000006540 Pg 1/2 74.00
Shelby Cnty Judge of Probate,AL
01/03/2003 14:03:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

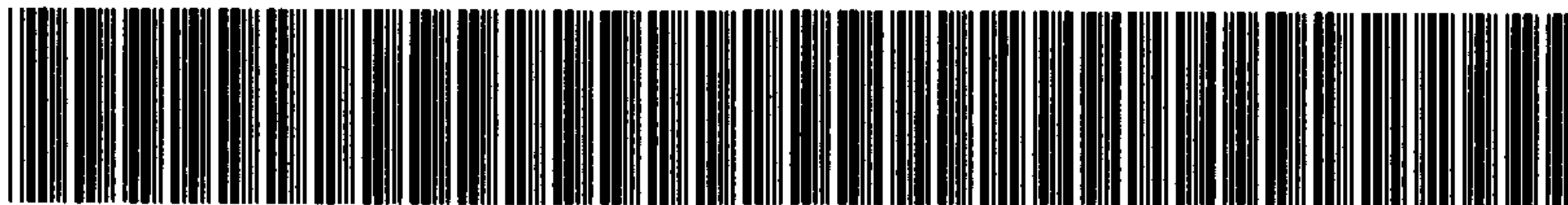
SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

ERNEST A MURO
JEAN P MURO
2546 ROYAL COURT
PELHAM, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated October 30, 2002, is made and executed between ERNEST A MURO and JEAN P MURO; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 109 River Square Plaza , Hueytown, AL 35023 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 21, 1998 (the "Mortgage") which has been recorded in JEFFERSON County, State of Alabama, as follows:

RECORDED 10/21/1998, VOLUME 1998, PAGE 41050, MODIFIED TO 60,000.00, RECORDED 12/29/00, BOOK 2000, PAGE 45330.

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

All that certain parcel of land situated in CITY OF PELHAM being known as LOT 1, ACCORDING TO THE RESURVEY OF LOTS 1 AND 2, ROYAL OAKS, THIRD SECTOR, FOURTH ADDITION AS RECORDED IN MAP BOOK 9, PAGE 8 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. BEING THE SAME PREMISES AS CONVEYED TO ERNEST A. MURO AND JEAN P. MURO FROM ROBERT BENIGAR AND SHEILA BENIGAR and being more fully described in Deed Book 1992 Page 10961 recorded on 06/11/1992 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 2546 ROYAL COURT, PELHAM, AL 35124.

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

INCREASE MORTGAGE FROM \$ 60,000.00 TO \$ 100,000.00 . FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 40,000.00 .

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 OCTOBER 30, 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 Ernest A. Muro (Seal)
ERNEST A MURO, Individually

x Jean P. Muro (Seal)
JEAN P MURO, Individually

LENDER:

x Joanie Cettingham (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



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MODIFICATION OF MORTGAGE
(Continued)

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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 **ERNEST A MURO and JEAN P MURO, 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 30 day of October , 2002 .

Shelby D. King
Notary Public

MY COMMISSION EXPIRES
My commission expires MAY 24, 2003

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 _____