

RECORDATION REQUESTED BY:

SouthTrust Bank
Riverchase 331
3089 Highway 150 South
Birmingham, AL 35244

20030106000010500 Pg 1/2 39.50
Shelby Cnty Judge of Probate, AL
01/06/2003 13:38:00 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:

BEVERLY J POMEROY
2008 SOURWOOD DR
BIRMINGHAM, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



07400000000000009593758300011 A

THIS MODIFICATION OF MORTGAGE dated December 6, 2002, is made and executed between **BEVERLY J POMEROY; UNMARRIED** (referred to below as "Grantor") and **SouthTrust Bank**, whose address is 3089 Highway 150 South, Birmingham, AL 35244 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 22, 1998 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 02/24/1998 AND INST# 1998-06187.

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 BIRMINGHAM being known as LOT 902, RIVERCHASE COUNTRY CLUB, 16TH ADDITION, RESIDENTIAL SUBDIVISION, MAP BOOK 9, PAGE 58; BEING THE SAME PREMISES AS CONVEYED TO BEVERLY J. POMEROY FROM PHILLIP S. POMEROY AND BEVERLY J. POMEROY and being more fully described in Deed Book 1994 Page 35465 recorded on 12/02/1994 among the land records of SHELBY County, AL.
Parcel ID Number: 11-7-25-0-001-001.318

The Real Property or its address is commonly known as 2008 SOURWOOD DR, BIRMINGHAM, AL 35244.

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


INCREASE MORTGAGE FROM \$ 55,000.00 TO \$ 72,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$ 17,000.00.

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.

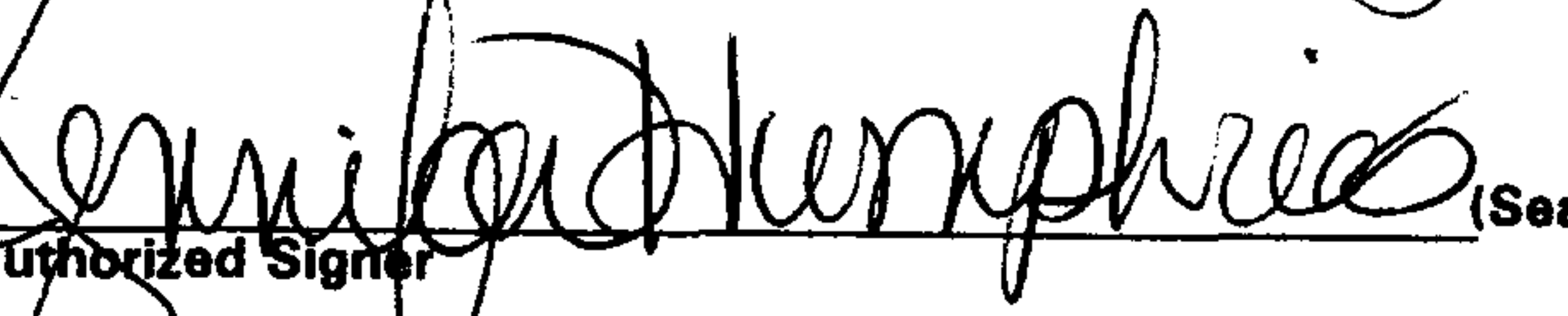
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 6, 2002.

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)
BEVERLY J POMEROY Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: MICHELLE TRIPP, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, 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 **BEVERLY J POMEROY, UNMARRIED**, 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 6th day of December, 20 02.

Melissa R. Johnson
Notary Public

My commission expires ~~MY COMMISSION EXPIRES~~
JUNE 27, 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 _____