

This instrument was prepared by and return to:
SOUTHTRUST MORTGAGE CORPORATION
210 WILDWOOD PARKWAY, SUITE 100
BIRMINGHAM, ALABAMA 35209

LOAN NO. 40380454

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

This Note and Security Instrument Modification Agreement (this "Agreement") is entered into this 12th day of FEBRUARY, 2003, by and between ROBERT W. BROWNING AND LINDA K. BROWNING, HUSBAND AND WIFE

(herein individually and collectively referred to as "Borrower"), and
SOUTHTRUST MORTGAGE CORPORATION, A DELAWARE CORPORATION
(herein referred to as "Lender").

WHEREAS, Lender is the owner and holder of that certain mortgage, deed of trust, or security deed (the "Security Instrument"), dated MAY 1, 2002, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on MAY 8, 2002, Book **, Page , of the Public/Land Records of SHELBY County, ALABAMA securing a debt evidenced by a promissory note ("the Note") dated MAY 1, 2002 in the original principal amount of \$ 349,600.00, which Security Instrument encumbers the property known as 121 SOUTHLEDGE, BIRMINGHAM, ALABAMA 35242 more particularly described in the attached Exhibit A; and

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified in the following respects, only:

****Instrument #20020508000217300**

CLAYTON T. SWEENEY, ATTORNEY AT LAW

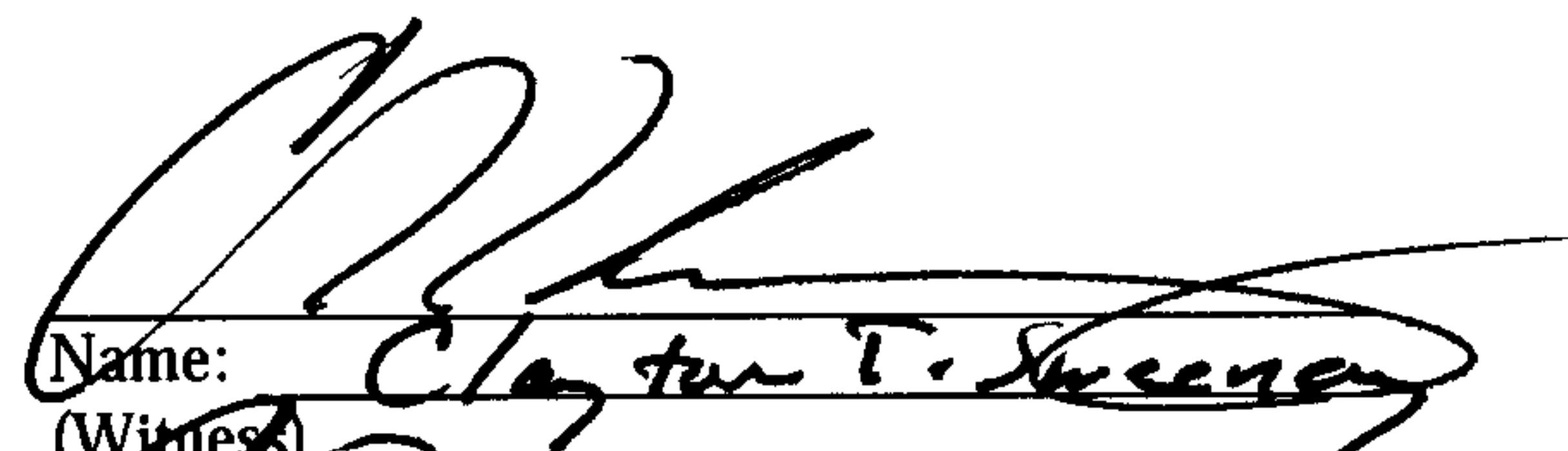


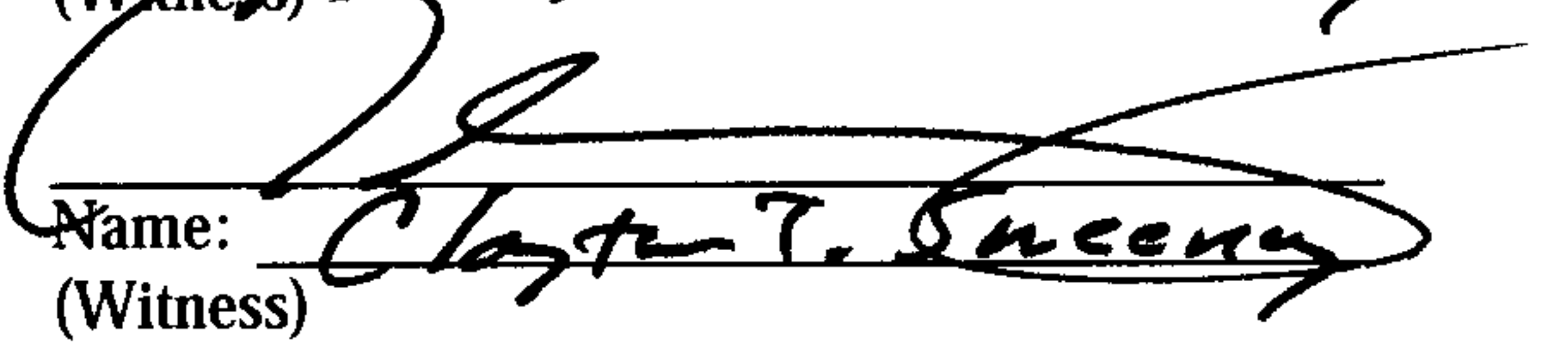
- a) Beginning on the 1st day of APRIL, 2003 and on the 1st day of every month thereafter until the 1st day of MARCH, 2013 Borrower will pay only the interest on the unpaid principal balance of the Note. Borrower's initial monthly interest only payment will be in the amount of \$ \$983.25 based on an initial interest rate of 3.375%. The interest rate is subject to change.
 - b) Beginning on the 1st day of APRIL, 2013, and on the 1st day of every month thereafter until the Note is paid in full, Borrower will make regular amortizing payments of principal and interest.
 - c) Changes in the amount of Borrower's monthly payment may occur on the 1st day of the month beginning on JUNE 1, 2003 and on the same day of the month every month thereafter.
 - d) Interest rate changes may occur on the 1st day of the month beginning on the 1st day of MAY, 2003 and on the same day of the month every month thereafter.
 - e) The monthly payments, determined precisely in the manner stated in the Note and giving effect to the modifications stated herein, shall continue until the entire indebtedness is fully paid, except that the final payment of the remaining indebtedness shall be due and payable on MARCH 1, 2028 (the "Maturity Date").
 - f) Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO----- percentage point(s) (2.000%) to the Current Index. The Note Holder will then round this figure to the nearest one-eighth of one percentage point (0.125%). Subject to limit stated below.
 - g) My interest rate will never be greater than 12.000 %.
2. The unpaid principal balance due under the Note as of the date of this Agreement is \$349,600.00
 3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
 4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
 5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.



6. If the spouse of the Borrower, _____, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modification of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

Executed on the date first above written.


Name: Clayton T. Sweeney
(Witness)


Name: Clayton T. Sweeney
(Witness)

Name: _____
(Witness)

Name: _____
(Witness)

BORROWERS:


ROBERT W. BROWNING (Seal)


LINDA K. BROWNING (Seal)

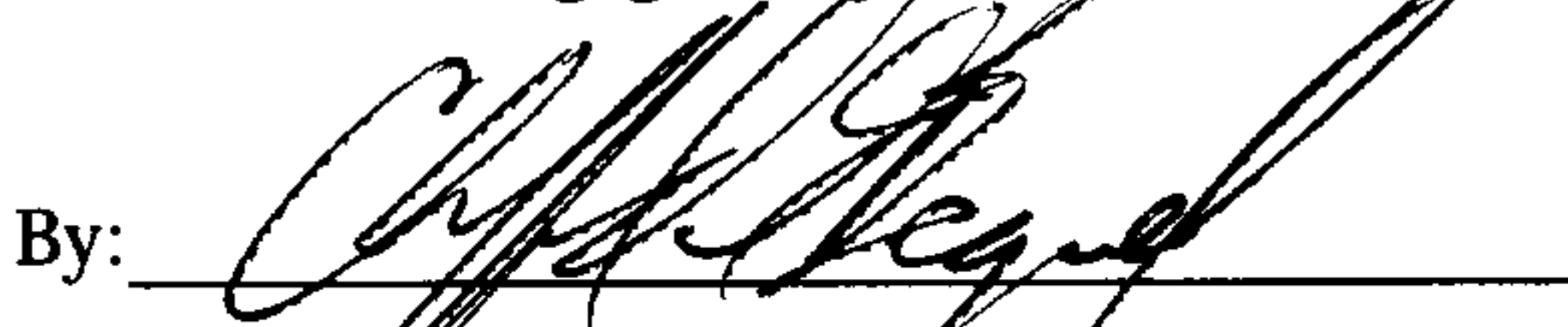
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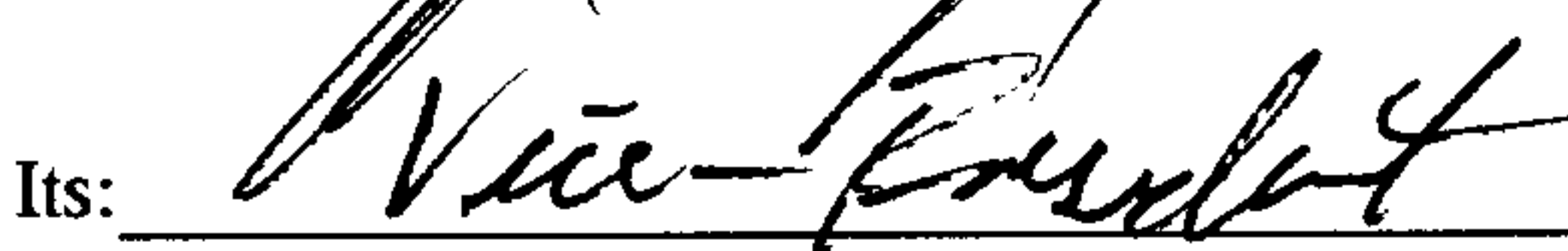
(Seal)

(Seal)

(Seal)

SouthTrust Mortgage Corporation

By: 

Its: 



STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 12th day of February, 2003 ,
by Robert W. Browning and * who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.
*Linda K. Browning

SEAL:



Notary Public

Clayton T. Sweeney
Printed Name of Notary

Serial Number, if any

6/5/03
Commission Expiration Date

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 19th day of February, 2003 ,
by Clifford Bagwell, Vice President of SouthTrust Mortgage Corporation,
organized and existing under the laws of the State of Delaware, on it's behalf. The foregoing officer is
personally known to me and did not take an oath.

SEAL:



Notary Public

Commission Expires: 6-5-2003

EXHIBIT A



EXHIBIT A
LEGAL DESCRIPTION

Lot 1805, according to the Map of Highland Lakes, 18th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, Page 130, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector, Phase I, recorded as Instrument No. 2000-15021 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

hwb
2/28