


RECORDATION REQUESTED BY:

SouthTrust Bank
Private Banking 097
100 Office Park Drive
Birmingham, AL 35223


20030331000190000 Pg 1/2 201.50
Shelby Cnty Judge of Probate, AL
03/31/2003 15:15:00 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:

ROBERT K MILLER
REBECCA W MILLER
151 SKYLINE DRIVE
BIRMINGHAM, AL 35214

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



0740000000000950055477000011 1

THIS MODIFICATION OF MORTGAGE dated February 25, 2003, is made and executed between **ROBERT K MILLER, A/K/A R KEVIN MILLER and REBECCA W MILLER; HUSBAND AND WIFE; J/T/W/R/O/S** (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 January 7, 2002 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDING DATE 01/22/2002, BOOK 2002, PAGE 03561.

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 INDIAN SPRINGS being known as LOT 17, ACCORDING TO THE SURVEY OF SKYLINE ESTATES, 2ND SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 75 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA, BEING THE SAME PREMISES AS CONVEYED TO R. KEVIN MILLER AND REBECCA W. MILLER FROM DAILEY CONSTRUCTION CORP. and being more fully described in Deed Book 142 Page 324 recorded on 07/09/1987 among the land records of SHELBY County, AL.

The Real Property or its address is commonly known as 151 SKYLINE DRIVE, INDIAN SPRINGS, AL 35124.

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


INCREASE MORTGAGE FROM \$100,000.00 TO \$225,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$125,000.00.

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 FEBRUARY 25, 2003.

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)
ROBERT K MILLER, Individually

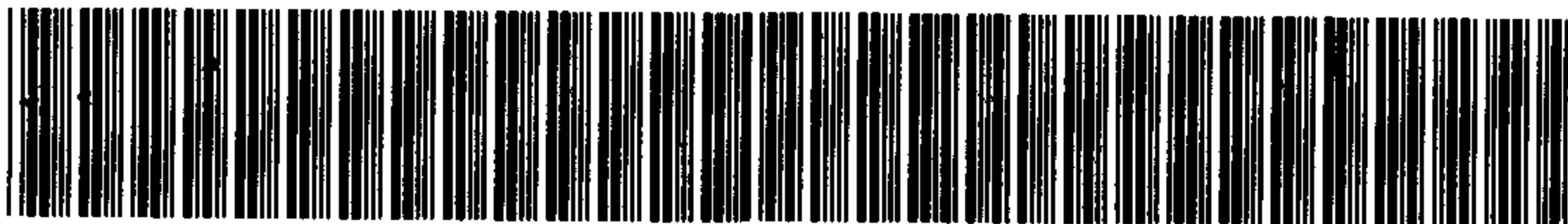
x  (Seal)
REBECCA W MILLER, Individually

LENDER:

x  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: INGRID BROCK, Loan Processor
Address: 220 Wildwood Parkway
City, State, ZIP: Homewood, AL 35209



0740000000000950055477000011 1

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **ROBERT K MILLER and REBECCA W MILLER, HUSBAND AND WIFE; J/T/W/R/O/S**, 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 25th day of Feb, 2003.

[Signature]
Notary Public

My commission expires 2/7/04

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
)
COUNTY OF Jefferson) SS
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert Spruill of SouthTrust Bank 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 25th day of Feb, 2003.

[Signature]
Notary Public

My commission expires 2/7/04