

RECORDATION REQUESTED BY:

SouthTrust Bank
Inverness 346
4651 Highway 280 East
Birmingham, AL 35243

20040503000228620 Pg 1/2 74.00
Shelby Cnty Judge of Probate, AL
05/03/2004 09:45:00 FILED/CERTIFIED

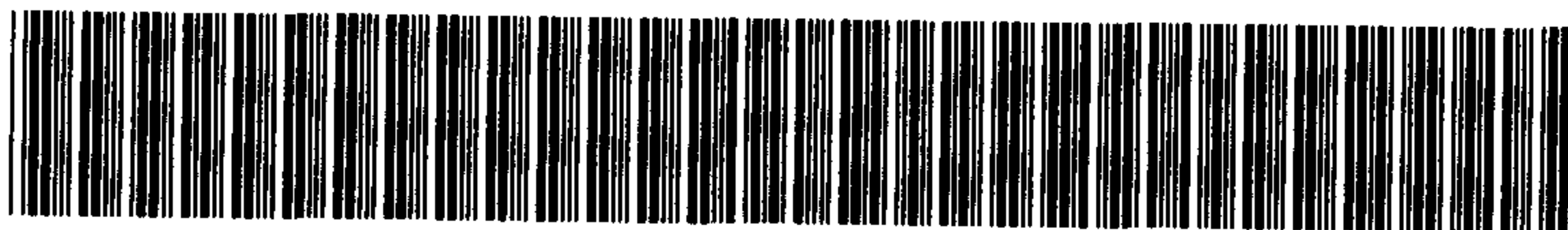
WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

LORI WHITCOMB
MICHAEL S WHITCOMB
3613 WYNGATE LANE
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 March 23, 2004, is made and executed between **LORI WHITCOMB** and **MICHAEL S WHITCOMB; WIFE AND HUSBAND** (referred to below as "Grantor") and SouthTrust Bank, whose address is 4651 Highway 280 East, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 17, 2003 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

FILED 10-13-03 AND RECORDED AS INSTRUMENT #20031013000684680 SHELBY COUNTY, AL RECORDS SECURING AN INDEBTEDNES OF \$50,000.00.

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 4, BLOCK 4, ACCORDING TO THE MAP OF WYNGATE, FIRST SECTOR AS RECORDED IN MAP BOOK 11, PAGE 13, AMENDED IN MAP BOOK 11, PAGE 81 AND FURTHER AMENDED IN MAP BOOK 12, PAGE 1 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA BEING SITUATED IN SHELBY COUNTY, ALABAMA, TAX ID #10-2-03-0-002-004-000, AND BEING MORE FULLY DESCRIBED IN DEED BOOK PAGE RECORDED ON 01/31/2001 AMONG THE LAND RECORDS OF SHELBY COUNTY, AL.

The Real Property or its address is commonly known as 3613 WYNGATE LANE, BIRMINGHAM, AL 35242.

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

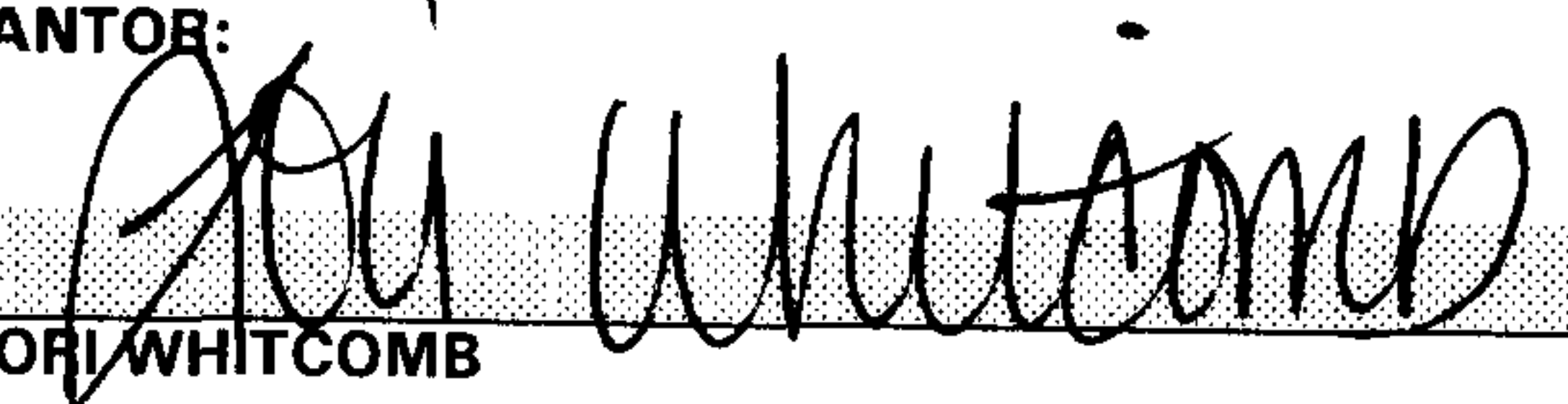
INCREASE MORTGAGE FROM \$50,000.00 TO \$90,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$40,000.00.

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 endorers 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 MARCH 23, 2004.

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)
LORI WHITCOMB

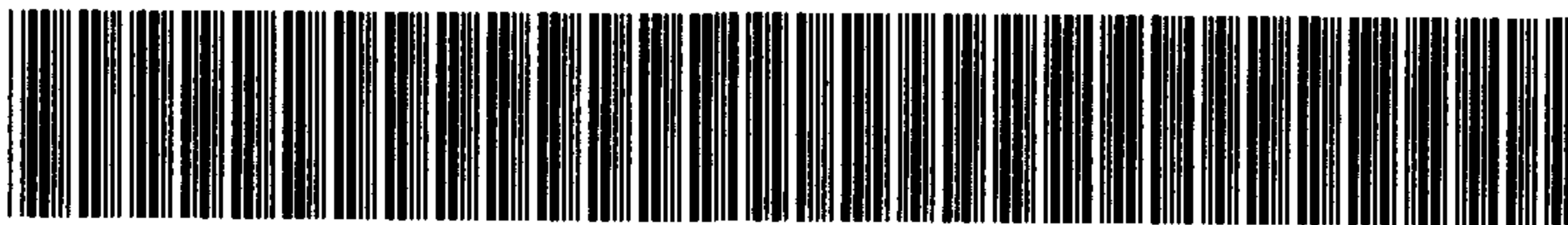
X  (Seal)
MICHAEL S WHITCOMB

LENDER:

X  (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: SONDR A DAVIS, 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 Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **LORI WHITCOMB and MICHAEL S WHITCOMB, WIFE AND HUSBAND**, 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 23rd day of March, 2004.

MY COMMISSION EXPIRES
NOVEMBER 8, 2003

My commission expires _____

Constance Woolweaver
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Shelby)

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 Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, 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 23rd day of March, 2004.

MY COMMISSION EXPIRES
NOVEMBER 8, 2003

My commission expires _____

Constance Woolweaver
Notary Public