

RECORDATION REQUESTED BY:

SouthTrust Bank
Summit 322
301 Summit Blvd
Birmingham, AL 35243

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

JACK DAVID RAI A A/K/A DAVID RAI A
MICHELE RAI A

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated November 19, 2004, is made and executed between JACK DAVID RAI A A/K/A DAVID RAI A and MICHELE RAI A; HUSBAND AND WIFE JTWROS (referred to below as "Grantor") and SouthTrust Bank, whose address is 301 Summit Blvd, Birmingham, AL 35243 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 8, 2004 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 03-04-2004 INSTRUMENT #20040304000112040.

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

A PART OF THE SW OF THE 1/4 OF THE NW 1/4 SECTION 3, TWP 18 SOUTH, RANGE 2 WEST AND BEING DESCRIBED AS: COMMENCE AT THE SE CORNER OF SAID 1/4 1/4 SECTION THENCE W ALONG THE SOUTH LINE OF SAME A DISTANCE OF 365.14 FT. THENCE 98 DEGREES 09 MIN. TO THE RIGHT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 624.55 FT. TO THE P.O.B. OF TRACT HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST NAMED COURSE A DISTANCE OF 106.00 FT. THENCE 91 DEGREES, RIGHT OF WAY LINE OF NEW CALDWELL MILL ROAD; THENCE 90 DEGREES TO THE LEFT IN A SOUTHERLY DIRECTION ALONG SAID RIGHT OF WAY A DISTANCE OF 106.1 FEET; THENCE 90 DEGREES TO THE LEFT IN A EASTERLY DIRECTION A DISTANCE OF 212.88 FEET TO THE P.O.B. SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4827 CALDWELL MILL RD, BIRMINGHAM, AL 35242.

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

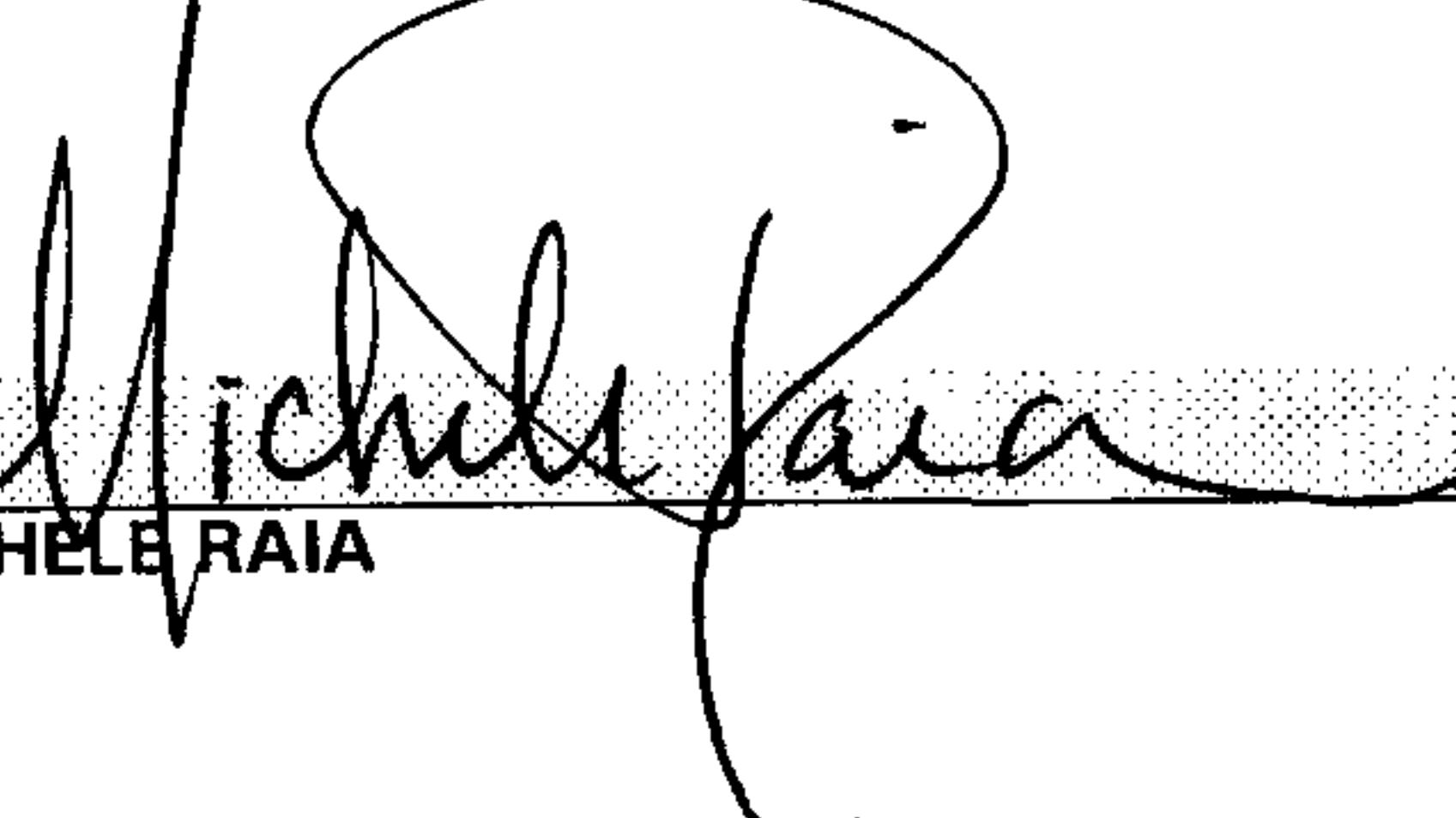
INCREASE MORTGAGE FROM \$30,000.00 TO \$40,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000.00.

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 NOVEMBER 19, 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)
JACK DAVID RAI A A/K/A DAVID RAI A

X  (Seal)
MICHELE RAI A

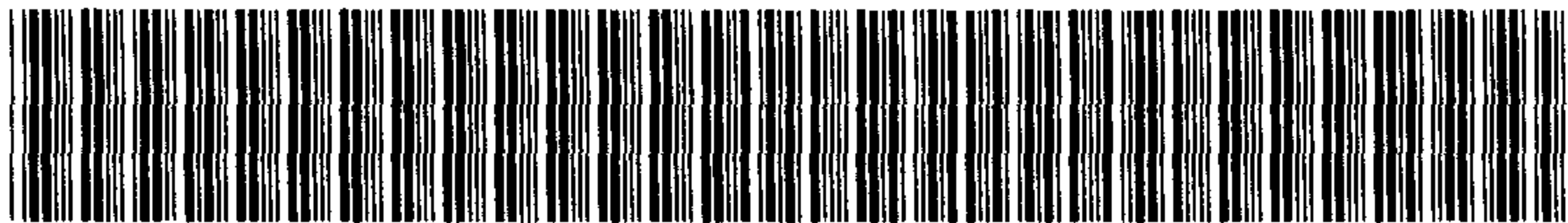
LENDER:

SOUTHTRUST BANK

X _____ (Seal)
Authorized Signer

This Modification of Mortgage prepared by:

Name: CAROL JULIANO, 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 **JACK DAVID RAIA A/K/A DAVID RAIA and MICHELE RAIA, HUSBAND AND WIFE JTWROS**, 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 19th day of November, 2004.

MY COMMISSION EXPIRES
JULY 8, 2008.

My commission expires _____

Nicholas Jones M.D.
Notary Public

LENDER 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 South Trust Bank 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 19th day of November, 2004.

MY COMMISSION EXPIRES
JULY 8, 2008.

My commission expires _____

Nicholas Jones M.D.
Notary Public