

**RECORDATION REQUESTED BY:**

EQUITY LINE GROUP  
P.O. BOX 830826  
BIRMINGHAM, AL 35283-0826

**WHEN RECORDED MAIL TO:**

EQUITY LINE GROUP  
P.O. BOX 830826  
BIRMINGHAM, AL 35283-0826

**SEND TAX NOTICES TO:**

REBECCA L. SHAW  
200 MEADOWLARK PL  
MONTEVALLO, AL 35115-8853

Inst # 1997-33827

10/17/1997-33827  
11:03 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 MEL . . . 46.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 9, 1997, BETWEEN REBECCA L. SHAW, UNMARRIED PERSON, (referred to below as "Grantor"), whose address is 200 MEADOWLARK PL, MONTEVALLO, AL 35115-8853; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 831 NORTH FIRST STREET, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated January 11, 1993 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 01-29-93 IN INSTRUMENT #1993-2760 IN SHELBY COUNTY, ALABAMA

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

LOT 1, BLOCK 4, ACCORDING TO THE SURVEY OF MEADOWVIEW, FIRST SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 48, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 200 MEADOWLARK PL, MONTEVALLO, AL 35115-8853.

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

INCREASE MORTGAGE FROM \$12,000.00 TO \$22,000.00. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$10,000.00. THE MATURITY DATE HAS BEEN EXTENDED TO 15 YEARS FROM THE DATE OF THE NOTE EXECUTED SIMULTANEOUSLY HEREWITH.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

x Rebecca L. Shaw (SEAL)  
REBECCA L. SHAW

LENDER:

SouthTrust Bank, National Association

By: \_\_\_\_\_  
Authorized Officer

This Modification of Mortgage prepared by:

Name: TAMMIE COLEMAN  
Address: P.O. BOX 830826  
City, State, ZIP: BIRMINGHAM, AL 35282

*RLS*

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 REBECCA L. SHAW, 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 9<sup>th</sup> day of September, 1997.

Jon E. [Signature]  
Notary Public

My commission expires Nov 15, 2000

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 \_\_\_\_\_

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**LEGAL DESCRIPTION: Lot 1, Block 4, according to the survey of Meadowview,  
First Sector, as recorded in Map Book 6, page 48, in the Office of the Judge of  
Probate of Shelby County, Alabama.**

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