

95278133

**RECORDATION REQUESTED BY:**

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

~~\$26.00 fee~~

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

ROBERT EUGENE MONTGOMERY and JOAN W.  
MONTGOMERY  
3617 TALL TIMBER DRIVE  
BIRMINGHAM, AL 35242

Inst # 1997-39953

12/08/1997-39953  
03:06 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 SNA 93.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 17, 1997, BETWEEN ROBERT EUGENE MONTGOMERY and JOAN W. MONTGOMERY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 3617 TALL TIMBER DRIVE, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 6376 Highway 280, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 21, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE RECORDED IN INST # 1997/02682 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 7 ACCORDING TO THE SURVEY OF SOUTHERN PINES SIXTH SECTOR AS RECORDED IN MAP BOOK 9 PAGE 107 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as 3617 TALL TIMBER DRIVE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$45,000 TO \$55,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$10,000. 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 Robert Eugene Montgomery (SEAL)  
ROBERT EUGENE MONTGOMERY

x Joan W. Montgomery (SEAL)  
JOAN W. MONTGOMERY

LENDER:

SouthTrust Bank, National Association

By: [Signature]  
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 830826  
City, State, ZIP: BIRMINGHAM, AL 35282

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Shelby ) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ROBERT EUGENE MONTGOMERY and JOAN W. MONTGOMERY, 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 17th day of November, 1997.  
James A. Constantine  
Notary Public

My commission expires My Commission Expires July 19, 1999.

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

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 \_\_\_\_\_

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