

95716703

RECORDATION REQUESTED BY:

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

\$ 153.50 fee

WHEN RECORDED MAIL TO:

Stewart Title of Birmingham  
2700 Hwy 280 East, Ste. 60  
Birmingham, AL 35223

SEND TAX NOTICES TO:

JIM B. MCCLENDON and NANCY P. MCCLENDON  
5103 COLONIAL PARK RD  
BIRMINGHAM, AL 35242

Inst # 1998-06184

02/24/1998-06184  
02:57 PM CERTIFIED  
SHELBY COUNTY OFFICE OF PROBATE  
STAMP ABOVE THIS LINE IS FOR RECORDER'S USE ONLY  
SOL HCB

Inst # 1998-06184

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 4, 1998, BETWEEN JIM B. MCCLENDON and NANCY P. MCCLENDON, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 5103 COLONIAL PARK RD, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 5376 Highway 280, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 6, 1994 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 07-06-94 RECORDED IN INST # 1995-13140 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 8 ACCORDING TO THE SURVEY OF MEADOWBROOK 6TH SECTOR AS RECORDED IN MAP BOOK 8 PAGE 44 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as 5103 COLONIAL PARK RD, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$60,000 TO \$95,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$35,000. 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 Jim B. McClendon (SEAL)  
JIM B. MCCLENDON

X Nancy P. McClendon (SEAL)  
NANCY P. MCCLENDON

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 ) 88

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JIM B. MCCLENDON and NANCY P. MCCLENDON, 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 4th day of February, 1998

[Signature]  
Notary Public

My commission expires My Commission Expires July 10, 1999