

95242999

RECORDATION REQUESTED BY:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

WHEN RECORDED MAIL TO:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

\$93.50 rec

JAL
JKL

SEND TAX NOTICES TO:

JOHN A LOCKHART and JUDY K LOCKHART
2057 FOREST MEADOWS CIRCLE
BIRMINGHAM, AL 35242

1998-09279
03/17/1998-09279
01:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
MAR 10 11:30

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 2, 1998, BETWEEN JOHN A LOCKHART and JUDY K LOCKHART, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 2057 FOREST MEADOWS CIRCLE, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 2261 Highway 31 South, Pelham,, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 2, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON JANUARY 15, 1997, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BOOK 1997, PAGE 01530

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

LOT 62, ACCORDING TO THE SURVEY OF FOREST MEADOWS, 2ND SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 16, IN THE PROBATE OFFICE OF SHELBY COUNTY, AL.

The Real Property or its address is commonly known as **2057 FOREST MEADOWS CIRCLE, BIRMINGHAM, AL 35242.**

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

INCREASE MORTGAGE FROM \$30,000.00 TO \$50,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$20,000.00..

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 *John A Lockhart* (SEAL)
JOHN A LOCKHART

x *Judy K Lockhart* (SEAL)
JUDY K LOCKHART

LENDER:

SouthTrust Bank, National Association

By: *Oh R. Dean*
Authorized Officer

This Modification of Mortgage prepared by:

Name: CHARLES L. RECTENWALD
Address: P.O. BOX 830826
City, State, ZIP: BIRMINGHAM, AL 35282

JAL *JAL*

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 JOHN A LOCKHART and JUDY K LOCKHART, 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 2nd day of March 1998
Don R. Deane
Notary Public

My commission expires 11-7-2001

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 _____~~

Inst # 1998-09279

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03/17/1998-09279
01:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 41.00