

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-

SEND TAX NOTICES TO:

GARY NICHOLS and BEVERLY DEENA NICHOLS  
4793 SOUTHLAKE PARKWAY  
BIRMINGHAM, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S

1998-41086

10/21/1998-41086

10/22/98 AM CERTIFIED

09:57 AM

CLERK OF PROBATE

SHELBY COUNTY JUDGE

161.00

002 REL

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 26, 1998, BETWEEN GARY NICHOLS and BEVERLY DEENA NICHOLS, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 4793 SOUTHLAKE PARKWAY, BIRMINGHAM, AL 35244; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 420 North 20th Street, Birmingham, AL 35203.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 30, 1993 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED JUNE 9, 1993 IN INSTRUMENT 199316500

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

LOT 29-B, ACCORDING TO A RESURVEY OF LOTS 27A AND 29A, SOUTHLAKE RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 14 PAGE 67 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 4793 SOUTHLAKE PARKWAY, BIRMINGHAM, AL 35244.

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


INCREASE MORTGAGE FROM \$125,000 TO \$225,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$100,000.

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  (SEAL)  
GARY NICHOLS

X  (SEAL)  
BEVERLY DEENA NICHOLS

LENDER:

SouthTrust Bank, National Association

By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: ALICIA TARYER  
Address: P.O. BOX 830826  
City, State, ZIP: BIRMINGHAM, AL 35282

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GARY NICHOLS and BEVERLY DEENA NICHOLS, 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 26<sup>th</sup> day of June, 19 98.

My Commission Expires October 30, 1999

Karen Ann Lane  
Notary Public

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

LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J. David Nobles

Given under my hand and official seal this 26<sup>th</sup> day of June, 19 98.

My Commission Expires October 30, 1999

Karen Ann Lane  
Notary Public

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

Inst # 1998-41086

10/21/1998-41086  
09:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 161.00