

95 160 213

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:

HOWARD GLENN BAXTER, JR. and MICKIE R BAXTER
1061 HERMITAGE CIRCLE
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 19, 1999, BETWEEN HOWARD GLENN BAXTER, JR. and MICKIE R BAXTER, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1061 HERMITAGE CIRCLE, 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 November 3, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 12-06-97, INST # 1997-39765, IN THE PROBATE OFFICE OF 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 3120, ACCORDING TO THE AMENDED MAP OF HIGHLAND LAKES, 3RD SECTOR, PHASE 1, EDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 21, PAGE 124, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 1061 HERMITAGE CIRCLE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$68,000.00 TO \$100,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$32,000.00..

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 Howard Glenn Baxter, Jr.
HOWARD GLENN BAXTER, JR.

x Mickie R. Baxter
MICKIE R BAXTER

LENDER:

SouthTrust Bank, National Association

By: Anna Ahern
Authorized Officer

This Modification of Mortgage prepared by:

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

Inst # 1999-08337

03/01/1999-08337
01:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CM 59.00

ALB

MRB

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 HOWARD GLENN BAXTER, JR.; and MICKIE R BAXTER, 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 19th day of JANUARY, 19 99.

[Signature]
Notary Public

My Commission Expires Feb. 14, 2001.

My commission expires _____

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 _____

Inst # 1999-08337

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