

RECORDATION REQUESTED BY:

National Bank of Commerce of Birmingham
1927 First Avenue North
P.O. Box 10686
Birmingham, AL 35202

WHEN RECORDED MAIL TO:

National Bank of Commerce of Birmingham
1927 First Avenue North
P.O. Box 10686
Birmingham, AL 35202

SEND TAX NOTICES TO:

Michael L. Brewer and Linda S. Brewer
1904 Cahaba Crest Drive
Birmingham, AL 35242

Inst # 1993-37056

11/22/1993-37056
09:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 36.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 3, 1993, BETWEEN Michael L. Brewer and Linda S. Brewer, Husband and wife, (referred to below as "Grantor"), whose address is 1904 Cahaba Crest Drive, Birmingham, AL 35242; and National Bank of Commerce of Birmingham (referred to below as "Lender"), whose address is 1927 First Avenue North, P.O. Box 10686, Birmingham, AL 35202.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 17, 1993 (the "Mortgage") recorded in Shelby County, State of Alabama as follows:

Recorded March 26, 1993 in Instrument #1993-08293 in the Office of the Judge of Probate 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 2, in Block 5, according to the survey of Altadena Woods, First Sector, as recorded in Map Book 10 page 104 A & B in the Probate Office of Shelby County, Alabama

The Real Property or its address is commonly known as 1904 Cahaba Crest Drive, Birmingham, AL 35242. The Real Property tax identification number is 58-10-2-04-0-004-044.000.

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

modification to increase total indebtedness of \$57,000 (new funds of \$17,000).

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

Michael L. Brewer

(SEAL)

X

Linda S. Brewer

(SEAL)

LENDER:

National Bank of Commerce of Birmingham

By:

Authorized Officer

B'ham Title

This Modification of Mortgage prepared by: X Mary Jane Dillard
National Bank of Commerce
1927 1st Avenue North
Name of Signer: Birmingham, AL 35203

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michael L. Brewer and Linda S. Brewer, 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 3rd day of November, 19 93.

Sharon Lyon
Notary Public 1/29/96

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 _____

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