

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

R. BARRY CLEMENTS and S. CLARE CLEMENTS
133 SUMMER CIRCLE
BIRMINGHAM, AL 35242

Inst # 1997-30449

09/22/1997-30449
11:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MEL 56.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 12, 1997, BETWEEN R. BARRY CLEMENTS and S. CLARE CLEMENTS, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 133 SUMMER CIRCLE, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 4651 Highway 280 East, Birmingham, AL 35243.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 20, 1995 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON AUGUST 30, 1995 IN INSTRUMENT NO. 1995-23892

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

LOT 12, BLOCK 1, ACCORDING TO THE SURVEY OF SUMMER PLACE, FIRST SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 57, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 133 SUMMER CIRCLE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$20,000 TO \$30,000. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000. 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 endorser 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 R. Barry Clements (SEAL)
R. BARRY CLEMENTS

X S. Clare Clements (SEAL)
S. CLARE CLEMENTS

LENDER:

SouthTrust Bank, National Association

By: Dana P. Bryant
Authorized Officer

This Modification of Mortgage prepared by:

Name: DANA P. BRYANT
Address:
City, State, ZIP:

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 R. BARRY CLEMENTS and S. CLARE CLEMENTS, 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 12 day of August, 19 97.

Lina Marie Loftis
Notary Public

My commission expires MY COMMISSION EXPIRES
APRIL 19, 1999

LENDER 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 _____,

Given under my hand and official seal this 12 day of August, 19 97.

MY COMMISSION EXPIRES
APRIL 19, 1999

Notary Public

My commission expires _____

Inst # 1997-30449

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