

75002748

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:

J. MICHAEL CROUCH and ELIZABETH LOUISE ADAMS
CROUCH
5205 TIMBERLINE COVE
BIRMINGHAM, AL 35244

Inst # 1997-30491

09/22/1997-30491
12:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
SPARE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Inst # 1997-30491

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 14, 1997, BETWEEN J. MICHAEL CROUCH and ELIZABETH LOUISE ADAMS CROUCH, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 5205 TIMBERLINE COVE, BIRMINGHAM, AL 35244; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 3089 Highway 150 South, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 23, 1986 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON JANUARY 26, 1987 IN REAL VOLUME 111 AT PAGE 558

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

LOT 18, ACCORDING TO THE SURVEY OF SHADOW BROOKE, AS RECORDED IN MAP BOOK 8, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5205 TIMBERLINE COVE, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$51,000 TO \$100,000. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$49,000. 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 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 J. Michael Crouch (SEAL)
J. MICHAEL CROUCH

x Elizabeth Louise Adams Crouch (SEAL)
ELIZABETH LOUISE ADAMS CROUCH

LENDER:

SouthTrust Bank, National Association

By: Natalie McDevitt
Authorized Officer

This Modification of Mortgage prepared by:

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Al

COUNTY OF Jeff) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J. MICHAEL CROUCH and ELIZABETH LOUISE ADAMS CROUCH, 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 15 day of Aug, 1997
Bellie Sue Crouch
Notary Public

My Commission Expires

My commission expires March 26, 1999.

LENDER ACKNOWLEDGMENT

STATE OF Al

COUNTY OF Jeff) 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 15 day of Aug, 1997
Bellie Sue Crouch
Notary Public

My Commission Expires

My commission expires March 26, 1999.

Inst # 1997-30491

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002 NCB 161.00