

95388870

**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:**

SUSAN R. MOORE  
114 SUGAR DRIVE  
PELHAM, AL 35124

Inst # 1997-33630

10/16/1997-33630  
10:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL \$1.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 9, 1997, BETWEEN SUSAN R. MOORE, UNMARRIED WOMAN, (referred to below as "Grantor"), whose address is 114 SUGAR DRIVE, PELHAM, AL 35124; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 831 NORTH FIRST STREET, Alabaster, AL 35007.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated March 25, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

**ORIGINAL MORTGAGE RECORDED IN INST # 1997-11499 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 8 ACCORDING TO THE AMENDED MAP OF SUGAR OAKS AS RECORDED IN MAP BOOK 16 PAGE 126 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING SITUATED IN SHELBY COUNTY ALABAMA.**

The Real Property or its address is commonly known as **114 SUGAR DRIVE, PELHAM, AL 35124.**

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


**INCREASE MORTGAGE FROM \$10,000 TO \$20,000. FOR MORTGAGE TAX PURPOSES THIS LINE HAS BEEN 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:**

 (SEAL)  
SUSAN R. MOORE

**LENDER:**

SouthTrust Bank, National Association

By: \_\_\_\_\_  
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 830826  
City, State, ZIP: BIRMINGHAM, AL 35282

SM

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) ss  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **SUSAN R. MOORE**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of September, 1997

Jon Ellen Dyer  
Notary Public

My commission expires November 15, 2000

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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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10/16/1997-33630  
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002 MEL 41.00