95426226

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:

DONALD W LEE and AMY C LEE
108 CEDAR COVE DR
PELHAM, AL 35124

Inst # 1997-35441

10/30/1997-35441
11:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 33.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 16, 1997, BETWEEN DONALD W LEE and AMY C LEE, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 108 CEDAR COVE DR, PELHAM, AL 35124; and SouthTrust Bank, National Associatin (referred to below as "Lender"), whose address is 3145 Highway 31 South, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 18, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 06/18/97 RECORDED IN BOOK 1997/23106 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 5 BLOCK 1 CEDAR COVE PHASE II, AS RECORDED IN MAP BOOK 9 PAGE 111 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as **108 CEDAR COVE DR, PELHAM, AL 35124.**

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

INCREASE MORTGAGE FROM $10,000 TO $15,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY $5,000. 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 Donald W. Lee (SEAL)
DONALD W LEE

X Amy C Lee (SEAL)
AMY C LEE

LENDER:

SouthTrust Bank, National Associatin

By: Helen F. Martin
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER
Address: P.O. BOX 830826
City, State, ZIP: BIRMINGHAM, AL 35283

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 **DONALD W LEE and AMY C LEE**, 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 16 **day of** October, 1997.

Helen F. Martin
Notary Public

My commission expires 2-13-98

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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