

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:

GERALD W. TERRY and LYNN L. TERRY
2411 CHANDAWOOD DRIVE
PELHAM, AL 35124

Inst # 1997-38740

11/26/1997-38740
02:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

DOE SNA 137.30
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 1997, BETWEEN GERALD W. TERRY and LYNN L. TERRY, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 2411 CHANDAWOOD DRIVE, PELHAM, AL 35124; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 2261 Highway 31 South, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 14, 1995 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED SEPTEMBER 28, 1995 IN INSTRUMENT 1995-27341

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

LOT 230, ACCORDING TO THE SURVEY OF CHANDLER SOUTH, SIXTH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 2411 CHANDAWOOD DRIVE, PELHAM, AL 35124.

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

INCREASE MORTGAGE FROM \$74,200 TO \$84,200. FOR MORTGAGE TAX PURPOSES THE LINE WAS INCREASED BY \$10,000. THE MATURITY DATE HAS BEEN EXTENDED TO 16 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 Gerald W. Terry (SEAL)
GERALD W. TERRY

x Lynn L. Terry (SEAL)
LYNN L. TERRY

LENDER:

SouthTrust Bank, National Association

By: Quibeth Clouse
Authorized Officer

This Modification of Mortgage prepared by:

Name: ALICIA TARVER
Address: P.O. BOX 830826
City, State, ZIP: BIRMINGHAM, AL 35282

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 GERALD W. TERRY and LYNN L. TERRY, 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 23rd day of October, 1997.

Notary Public

My commission expires 11/7/97

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 23rd day of October, 19 97.

[Signature]
Notary Public

My commission expires 11/7/97

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[Handwritten initials]