RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

EQUITY LINE GROUP P.O. BOX 630826 BIRMINGHAM, AL 35283-0826

SEND TAX NOTICES TO:

SHARON A. SANDSTROM 3054 OLD STONE DRIVE BIRMINGHAM, AL 35242 Inst # 1997-39063

12/D2/1997-39063
09,59 AM CERTIFIED
09,59 AM CERTIFIED
002 NCB \$3.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 1997, BETWEEN SHARON A. SANDSTROM, UNMARRIED, (referred to below as "Grantor"), whose address is 3054 OLD STONE DRIVE, BIRMINGHAM, AL. 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 4651 Highway 260 East, Birminghan, AL. 35243.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 17, 1994 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 05/17/94 RECORDED IN INST # 1994-18738 IN THE PROBATE OFFICE OF 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 20A ACCORDING TO THE AMENDED MAP OF RESURVEY OF LOTS 16 THRU 22 BLOCK I, TOWN OF ADAM BROWN AS RECORDED IN MAP BOOK 14 PAGE 36 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as 3054 OLD STONE DRIVE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$22,000 TO \$32,000. 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 endorsers to 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:

LENDER:

SouthTrust Bank, National Association

By: ________ MICE

This Modification of Mortgage prepared by:

Name: ANN TONER Address: P.O. BOX 830826

City, State, ZIP: BIRMINGHAM, AL 35282

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MODIFICATION OF MORTGAGE (Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Wabana COUNTY OF Shelley)) 88)
I, the undersigned authority, a Notary Public in and for said to the foregoing instrument, and who is known to me, acknown she executed the same voluntarily on the day the same be Given under my hand and official seal this	county in said state, hereby certify that SHARON A. SANDSTROM, whose name is signed before me on this day that, being informed of the contents of said Modification, he ears date. 3/1 day of
LENDER ACKNOWLEDGMENT	
STATE OF	_) _)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that	
	Notary Public
My commission expires	

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Inst # 1997-39063

12/02/1997-39063 09:59 AM CERTIFIED SHELBY COUNTY JUNCE OF PROBATE 002 NCD 59.00