

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:

JAMES B. NEEL JR. and REBECCA J. NEEL
5225 ENGLISH WAY
BIRMINGHAM, AL 35242

Inst # 1997-39376

12/03/1997-39376
01:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 71.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 1997-39376

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 30, 1997, BETWEEN JAMES B. NEEL JR. and REBECCA J. NEEL, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 5225 ENGLISH WAY, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 601 North 19th Street, Birmingham, AL 35203.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 17, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED IN INST #1997-12463

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

LOT 50, ACCORDING TO THE AMENDED PLAT OF FINAL RECORD PLAT OF ENGLISH TURN SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 19, PAGE 142 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5225 ENGLISH WAY, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$30,000.00 TO \$40,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000.00. 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 James B. Neel Jr. (SEAL)
JAMES B. NEEL JR.

X Rebecca J. Neel (SEAL)
REBECCA J. NEEL

LENDER:

SouthTrust Bank, National Association
By: Quincy K. Eady
Authorized Officer

This Modification of Mortgage prepared by:

Name: TAMMIE COLEMAN
Address: P.O. BOX 830826
City, State, ZIP: BIRMINGHAM, AL 35282

