

95146298

RECORDED BY REQUESTED BY:

✓ EQUITY LINE GROUP
P.O. BOX 830828
BIRMINGHAM, AL 35283-0828

58.50 rec.

WHEN RECORDED MAIL TO:

EQUITY LINE GROUP
P.O. BOX 830828
BIRMINGHAM, AL 35283-0828

SEND TAX NOTICES TO:

CHARLES E. HARRIS
4911 APPALOOSA TRAIL
BIRMINGHAM, AL 35242

Inst # 1998-00993

01/12/1998-00993
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
000 REC 51.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 1998-00993

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 15, 1997, BETWEEN CHARLES E. HARRIS, UNMARRIED MAN, (referred to below as "Grantor"), whose address is 4911 APPALOOSA TRAIL, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 2251 Highway 51 South, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 19, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 06/19/96 RECORDED IN INST #1996-24704 SHELBY COUNTY ALABAMA.

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

SEE ATTACHED LEGAL

The Real Property or its address is commonly known as 4911 APPALOOSA TRAIL, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$15,000 TO \$25,000. 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 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 Charles E. Harris (SEAL)
CHARLES E. HARRIS

LENDER:

SouthTrust Bank, National Association

By: John R. Deale
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER
Address: P.O. BOX 830828
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 CHARLES E. HARRIS, 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 15th day of October, 1997.
[Signature]
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 Charles E Harris

Given under my hand and official seal this 15 day of October, 1997.
[Signature]
Notary Public

My commission expires 2-13-98

CEH

All of Lot 2, Indian Trace Estates, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 113, LESS AND EXCEPT the following part of said Lot 2:

Beginning at the SW corner of said Lot 2, run in a Northerly direction along the West line of said Lot 2 for a distance of 172.40 feet to an existing iron pin; thence turn an angle to the right of 91 degrees 31 minutes 46 seconds and run in an Easterly direction for a distance of 331.45 feet to an existing iron pin, being on the East line of said Lot 2; thence turn an angle to the right of 113 degrees 11 minutes 33 seconds and run in a Southwesterly direction along the West right-of-way line of Appaloosa Trail or the East line of said Lot 2 for a distance of 129.0 feet to an existing iron pin; thence turn an angle to the right of 55 degrees 47 minutes 11 seconds and run in a Southwesterly direction for a distance of 281.23 feet along the South line of said Lot 2 to the point of beginning.

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