

95146155

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Stewart Title of Birmingham
2700 Hwy 280 East, Ste. 60
Birmingham, AL 35223

SEND TAX NOTICES TO:

GENE E FLYNN and DORIS L FLYNN
388 HIGHGATE HILL RD
INDIAN SPRINGS, AL 35124

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

1998-06183

DEC 24/1998-06183
02:27 PM CERTIFIED
SHELBY COUNTY CLERK OF COURSE
11.30

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 15, 1997, BETWEEN GENE E FLYNN and DORIS L FLYNN, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 388 HIGHGATE HILL RD, INDIAN SPRINGS, AL 35124; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 112 North 20th Street, Birmingham, AL 35203.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 14, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 06-14-96 RECORDED IN INST #1996-31811 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 1-A ACCORDING TO THE SURVEY OF WILDWOOD PARK RESIDENTIAL ESTATES AS RECORDED IN MAP BOOK 5 PAGE 78 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA.

The Real Property or its address is commonly known as **388 HIGHGATE HILL RD, INDIAN SPRINGS, AL 35124.**

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

INCREASE MORTGAGE FROM \$75,000 TO \$100,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$25,000. 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 Gene E Flynn (SEAL)
GENE E FLYNN

x Doris L Flynn (SEAL)
DORIS L FLYNN

LENDER:

SouthTrust Bank, National Association

By: Heidi Bran
Authorized Officer

This Modification of Mortgage prepared by:

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

11.18

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) 88
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GENE E FLYNN and DORIS L FLYNN, 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 24th day of December, 19 97
Notary Public

My Commission Expires January 30, 2001.

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) 88
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 _____

Inst # 1998-06183

02/24/1998-06183
02:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCO 48.50