

95011878

RECORDATION REQUESTED BY:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

WHEN RECORDED MAIL TO:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

#93.5000

SEND TAX NOTICES TO:

BILLY H. SCOTT and JAQUELINE N. SCOTT
137 HICKORY STREET
MAYLENE, AL 35144

Inst # 1998-12724

04/09/1998-12724
01:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
50.00
002 NED

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 18, 1998, BETWEEN BILLY H. SCOTT and JAQUELINE N. SCOTT, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 137 HICKORY STREET, MAYLENE, AL 35144; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 831 NORTH FIRST STREET, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 1, 1987 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED ON MAY 22, 1987, BOOK 131, PAGE 789, IN THE OFFICE OF THE PROBATE 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 32, ACCORDING TO THE SURVEY OF WOODLAND HILLS, 1ST PHASE, 2ND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 137, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

The Real Property or its address is commonly known as 137 HICKORY STREET, MAYLENE, AL 35144.

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

INCREASE MORTGAGE FROM \$24,000.00 TO \$50,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$26,000.00..

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 Billy H. Scott (SEAL)
BILLY H. SCOTT

x Jaqueline N. Scott (SEAL)
JAQUELINE N. SCOTT

LENDER:

SouthTrust Bank, National Association

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: CHARLES L. RECTENWALD
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 BILLY H. SCOTT and JAQUELINE N. SCOTT, 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 18th day of March, 19 98.

Jon Ellen Duff
Notary Public

My commission expires November 15, 2000

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) 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 _____ day of _____, 19 _____.

Notary Public

My commission expires _____

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