

95661879  
RECORDATION REQUESTED BY:

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

98041262  
WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

D. LYNN TAYLOR and JO ANN B. TAYLOR  
3129 BRADFORD PLACE  
BIRMINGHAM, AL 35242

Inst # 1998-18399

05/19/1998-18399  
02:05 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE NEL 71.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 29, 1998, BETWEEN D. LYNN TAYLOR and JO ANN B. TAYLOR, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 3129 BRADFORD PLACE, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 5376 Highway 280, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 15, 1990 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL EQUITY LINE MORTGAGE DATED 10-15-90 RECORDED IN INST.#1993-24228 AND AMENDED IN INST # 1996-24700  
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 7, BLOCK 1, ACCORDING TO THE SURVEY OF WINDSOR ESTATES, AS RECORDED IN MAP BOOK 9, PAGE 132 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 3129 BRADFORD PLACE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$55,000 TO \$95,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$40,000..

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  (SEAL)  
D. LYNN TAYLOR

X  (SEAL)  
JO ANN B. TAYLOR

LENDER:

SouthTrust Bank, National Association

By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 830825  
City, State, ZIP: BIRMINGHAM, AL 35282

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Shelley ) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that D. LYNN TAYLOR and JO ANN B. TAYLOR, 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 29 day of April, 19 98.

My Commission Expires December 7, 2000.

My commission expires \_\_\_\_\_

Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Shelley ) 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 29 day of April, 19 98.

My Commission Expires December 7, 2000.

My commission expires \_\_\_\_\_

Notary Public

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