

95469346

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-

SEND TAX NOTICES TO:

VIRGINIA D. BOYKIN
610 10TH AVE SW
ALABASTER, AL 35007

28.50

1998-39284

10/08/1998-39284
10:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
19.50
1998

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 27, 1998, BETWEEN VIRGINIA D. BOYKIN, AN UNMARRIED WOMAN, (referred to below as "Grantor"), whose address is 610 10TH AVE SW, ALABASTER, AL 35007; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 1600 Montgomery Highway, Hoover, AL 35216.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 11, 1992 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 08-11-92 RECORDED IN INST # 1992-19781 AND MODIFICATION RECORDED 2/24/98 IN INST # 1998-08176 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 FOR LEGAL

The Real Property or its address is commonly known as 610 10TH AVE SW, ALABASTER, AL 35007.

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

INCREASE MORTGAGE FROM \$35,000 TO \$45,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$10,000.

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 Virginia D. Boykin (SEAL)
VIRGINIA D. BOYKIN

LENDER:

SouthTrust Bank, National Association

By: Virginia Thomas
Authorized Officer

This Modification of Mortgage prepared by:

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

V.D.B.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Jefferson) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that VIRGINIA D. BOYKIN, 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 5th day of September, 1998.
Kimberly R. Mathis
Notary Public

MY COMMISSION EXPIRES

My commission expires MAY 26, 2002.

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 _____

V.D.B.

Lot No. 96 as shown on a map entitled "Property Line Map, Siberia Mills" prepared by Joseph A Miller, Reg., Civil Engineer on October 5, 1965, and being more particularly described as follows: Commence at the intersection of the Westerly right of way line of Fallon Avenue and the Northerly right of way line of 2nd Avenue, said right of way lines as shown on the Map of Dedication of the Streets and Easements, Town of Siberia, Alabama; thence Northwesterly along said right of way line of 2nd Avenue for 75.00 feet to the point of beginning; thence 89 degrees 35 minutes right and run northeasterly for 109.53 feet; thence 88 degrees 35 minutes 30 seconds left and run northwesterly for 76.00 feet; thence 91 degrees 24 minutes 30 seconds left and run southwesterly for 109.52 feet to a point on the north right of way line of 2nd Avenue; thence 89 degrees 35 minutes left and run southeasterly along said right of way line of 2nd Avenue for 76.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1998-39284

10/08/1998-39284
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HEL 28.50