

95943490

**RECORDATION REQUESTED BY:**

SOUTHRUST EQUITY LINE  
C/O STEWART TITLE  
2708 HWY 280 SO. SUITE 80  
BIRMINGHAM, AL 35223-

**WHEN RECORDED MAIL TO:**

SOUTHRUST EQUITY LINE  
C/O STEWART TITLE  
2708 HWY 280 SO. SUITE 80  
BIRMINGHAM, AL 35223-

\$28.50

**SEND TAX NOTICES TO:**

EUGENE HARRELL REYNOLDS and CATHY H. REYNOLDS  
613 LANE PARK TERRACE  
MAYLENE, AL 35114

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 12, 1998, BETWEEN EUGENE HARRELL REYNOLDS and CATHY H. REYNOLDS, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 613 LANE PARK TERRACE, MAYLENE, AL 35114; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 3146 Highway 31 South, Pelham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 24, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 12-06-97, INST #1997-38773, IN THE PROBATE OFFICE 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 880, ACCORDING TO THE SURVEY OF GRANDE VIEW ESTATES, GIVIANPOUR ADDITION TO ALABASTER, 5TH ADDITION, AS RECORDED IN MAP BOOK 21, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 613 LANE PARK TERRACE, MAYLENE, AL 35114.

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

INCREASE MORTGAGE FROM \$38,000.00 TO \$48,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$10,000.00..

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 endorser 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 Eugene Harrell Reynolds (SEAL)  
EUGENE HARRELL REYNOLDS

x Cathy H. Reynolds (SEAL)  
CATHY H. REYNOLDS

LENDER:

SouthTrust Bank, National Association

By [Signature]  
Authorized Officer

This Modification of Mortgage prepared by:

Name: CHARLES L. RECTENWALD  
Address: P.O. BOX 830826  
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 1998-41066

10/21/1998-41066  
09:23 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 26.00

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 EUGENE HARRELL REYNOLDS and CATHY H. REYNOLDS, 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 17<sup>th</sup> day of August, 19 98.

Therese L. Heenan  
Notary Public

My commission expires 10-4-99

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 \_\_\_\_\_