

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

**SEND TAX NOTICES TO:**

JIMMY CURTIS WEBB and PATRICIA B. WEBB  
5012 WOODRIDGE LANE  
BIRMINGHAM, AL 35242

SPACE ABOVE THIS LINE IS FOR RECORDER'S

1998-41158

21/1998-41158  
AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
JULY 26.00

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED JULY 30, 1998, BETWEEN JIMMY CURTIS WEBB and PATRICIA B. WEBB, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 5012 WOODRIDGE LANE, BIRMINGHAM, AL 35242; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 6376 Highway 280, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated July 1, 1997 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED 09-09-97, INST NO 1997-29978, 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 111, ACCORDING TO THE SURVEY OF SOUTHERN PINES, FOURTH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 88, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5012 WOODRIDGE LANE, BIRMINGHAM, AL 35242.

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

INCREASE MORTGAGE FROM \$50,000.00 TO \$60,000.00. 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 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 Jimmy Curtis Webb (SEAL)  
JIMMY CURTIS WEBB

x Patricia B. Webb (SEAL)  
PATRICIA B. WEBB

LENDER:

SouthTrust Bank, National Association

By: [Signature]  
Authorized Officer

This Modification of Mortgage prepared by:

Name: CHARLES L. RECTENWALD  
Address: P.O. BOX 800826  
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 JIMMY CURTIS WEBB and PATRICIA B. WEBB, 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 30<sup>th</sup> day of July, 19 98.

James J. Constantine  
Notary Public

My Commission Expires July 19, 1999.

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

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 \_\_\_\_\_

Inst # 1998-41158

10/21/1998-41158  
11:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 26.00