

95244407

**RECORDATION REQUESTED BY:**

SOUTHTRUST EQUITY LINE  
C/O STEWART TITLE  
2760 HWY 280 SO. SUITE 60  
BIRMINGHAM, AL 35223-

**WHEN RECORDED MAIL TO:**

SOUTHTRUST EQUITY LINE  
C/O STEWART TITLE  
2760 HWY 280 SO. SUITE 60  
BIRMINGHAM, AL 35223-

**SEND TAX NOTICES TO:**

JAMES A. SCOTT and KAY TONER SCOTT  
977 RIVERCHASE PKWY W  
BIRMINGHAM, AL 35244

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 1998-41162

10/21/1998-41162  
104 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 REC

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED JULY 28, 1998, BETWEEN JAMES A. SCOTT and KAY TONER SCOTT, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 977 RIVERCHASE PKWY W, BIRMINGHAM, AL 35244; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 8882 Aaron Aronov Drive, Fairfield, AL 36064.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 22, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 10-22-96 RECORDED IN INST # 1997-01529 IN 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 19 ACCORDING TO THE SURVEY OF FIRST ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7 PAGE 116, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 977 RIVERCHASE PKWY W, BIRMINGHAM, AL 35244.

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

INCREASE MORTGAGE FROM \$50,000 TO \$75,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$25,000..

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 endorers 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 James A. Scott (SEAL)  
JAMES A. SCOTT

x Kay Toner Scott (SEAL)  
KAY TONER SCOTT

LENDER:

SouthTrust Bank, National Association

By: [Signature]  
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 830828  
City, State, ZIP: BIRMINGHAM, AL 35282

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 JAMES A. SCOTT and KAY TONER 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 28 day of July, 19 98.

[Signature]  
Notary Public

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 # 1998-41162

10/21/1998-41162  
11:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HEL 48.50