

95663487

**RECORDATION REQUESTED BY:**

SOUTHTRUST EQUITY LINE  
C/O STEWART TITLE  
2700 HWY 280 SO. SUITE 80  
BIRMINGHAM, AL 35223-

**WHEN RECORDED MAIL TO:**

SOUTHTRUST EQUITY LINE  
C/O STEWART TITLE  
2700 HWY 280 SO. SUITE 80  
BIRMINGHAM, AL 35223-

**SEND TAX NOTICES TO:**

DAVID R. DONALDSON and JO ROY DONALDSON  
33 INDIAN FOREST TRAIL  
PELHAM, AL 35124

Inst # 1998-48149

12/04/1998-48149  
09:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 26.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 23, 1998, BETWEEN DAVID R. DONALDSON and JO ROY DONALDSON, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 33 INDIAN FOREST TRAIL, PELHAM, AL 35124; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 100 Office Park Dr., BIRMINGHAM, AL 35223.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated May 27, 1993 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 05-27-93 RECORDED IN INST # 1993-27454 AND MODIFIED TO INCREASE LOAN AMT RECORDED IN INST # 1997-12731 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 8 BLOCK 2 ACCORDING TO THE SURVEY OF INDIAN FOREST ESTATES, AS RECORDED IN MAP BOOK 5, PAGE 134, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 33 INDIAN FOREST TRAIL, PELHAM, AL 35124.

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

INCREASE MORTGAGE FROM \$205,000 TO \$215,000. 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  (SEAL)  
DAVID R. DONALDSON

X  (SEAL)  
JO ROY DONALDSON

LENDER:  
SouthTrust Bank, National Association

By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 530826  
City, State, ZIP: BIRMINGHAM, AL 35252

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) ss  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DAVID R. DONALDSON and JO ROY DONALDSON, 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 25<sup>th</sup> day of September, 1998.

[Signature]  
Notary Public

My commission expires 6/4/2002

LENDER ACKNOWLEDGMENT

STATE OF Alabama )  
 ) ss  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David Imbusch  
Given under my hand and official seal this 30 day of September, 1998.

[Signature]  
Notary Public

My commission expires My Commission Expires February 7, 2000

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"whose name as Vice President of SouthTrust Bank, National Association a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation."

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