

95221945

**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:**

OMAR G. TOUCHSTONE III and KATHERINE G.  
TOUCHSTONE  
1615 HWY 468  
VINCENT, AL 35178

Inst # 1998-48167

12/04/1998-48167  
09:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HEL 28.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 1998, BETWEEN OMAR G. TOUCHSTONE III and KATHERINE G. TOUCHSTONE, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1615 HWY 468, VINCENT, AL 35178; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 4651 Highway 280 East, Birmingham, AL 35243.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated August 29, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 08-29-96 RECORDED IN INST # 1996-36195 AND MODIFICATION RECORDED IN INST # 1997-40438 12/12/97 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 1615 HWY 468, VINCENT, AL 35178.

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

INCREASE MORTGAGE FROM \$99,000 TO \$109,000. 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:**

 (SEAL)  
OMAR G. TOUCHSTONE III

x  (SEAL)  
KATHERINE G. TOUCHSTONE

**LENDER:**

SouthTrust Bank, National Association

By:   
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 830626  
City, State, ZIP: BIRMINGHAM, AL 35263



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 OMAR G. TOUCHSTONE III and KATHERINE G. TOUCHSTONE, 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 5 day of October, 19 98

MY COMMISSION EXPIRES  
APRIL 19, 1999

Tim Marie Lopez  
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 \_\_\_\_\_

5/1/99

A part of the East 1/2 of the NE 1/4 of Section 13, Township 18 South, Range 2 East and being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 13, Township 18 South, Range 2 East; thence North 0 degrees 37 minutes West (Magnetic Bearing) 990.00 feet; thence North 89 degrees 07 minutes East 567.66 feet; thence North 89 degrees 13 minutes East 557.73 feet to the point of beginning of tract herein described; thence continue North 89 degrees 13 minutes East 192.79 feet to a concrete marker (6"x 6"); thence South 1 degree 07 minutes 30 seconds East 388.80 feet; thence North 87 degrees 23 minutes 30 seconds West 268.77 feet; thence North 10 degrees 19 minutes 21 seconds East 380.01 feet to the point of beginning.

Also, a 25.00 foot easement for ingress and egress described as follows:

Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 13, Township 18 South, Range 2 East; thence North 0 degrees 37 minutes West 990.00 feet; thence North 89 degrees 07 minutes East 567.66 feet; thence North 89 degrees 13 minutes East 557.73 feet; thence South 10 degrees 19 minutes 21 seconds West 27.35 feet to the point of beginning of the center line of said easement (12.50 feet, each side of the following described course); thence North 88 degrees 09 minutes West 186.54 feet; thence South 66 degrees 08 minutes West 253.36 feet; thence South 42 degrees 33 minutes West 200.00 feet; thence South 26 degrees 26 minutes West 85.50 feet; thence South 8 degrees 57 minutes West 262.70 feet; thence South 22 degrees 24 minutes East 362.25 feet; thence South 40 degrees 15 minutes East 77.80 feet; thence South 70 degrees 56 minutes East 155.45 feet; thence South 27 degrees 28 minutes East 70.00 feet; thence South 10 degrees 34 minutes East 249.72 feet; thence South 28 degrees 00 minutes East 202.08 feet; thence South 27 degrees 05 minutes East 209.70 feet; thence South 61 degrees 08 minutes East 116.58 feet; thence South 8 degrees 03 minutes East 47.70 feet to the center of a public road and the end of said easement.

Minerals and mining rights excepted.

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