

STATE OF ALABAMA)

SHELBY COUNTY)

MODIFICATION OF MORTGAGE

This Modification of Mortgage made this 22nd day of December, 1995 by and between MICHAEL D. WESSON and wife, KATHLEEN R. WESSON ("Wesson") in favor of UNION STATE BANK, BIRMINGHAM, ALABAMA ("Bank").

WHEREAS, on April 28, 1995, Wesson gave to Bank a mortgage (the "Mortgage") which Mortgage is recorded in Instrument #1995-11493 in the Office of the Judge of Probate of Shelby County, Alabama and which Mortgage encumbered real property located in Shelby County, Alabama (the "Property") as described in the Mortgage; and

WHEREAS, since the date of the Mortgage, various parcels located within the Property have been released from the lien of the Mortgage (the "Released Parcels") and the Mortgage has been made subordinate (the "Subordination") to the Declaration of Restrictive Covenants for Deer Creek Estates, as recorded in Instrument #1995-31518 in the Office of the Judge of Probate of Shelby County, Alabama (the "Covenants"); and

WHEREAS, the Mortgage originally secured a debt in the amount of Two Hundred Twenty-One Thousand Nine Hundred Seventy-Seven and 50/100 Dollars (\$221,977.50) which debt was evidenced by note, dated April 28, 1995 (the "Original Note") which Original Note has a current balance of Fifty-Three Thousand Seven and 75/100 Dollars (\$53,007.75) (the "Principal Balance"); and

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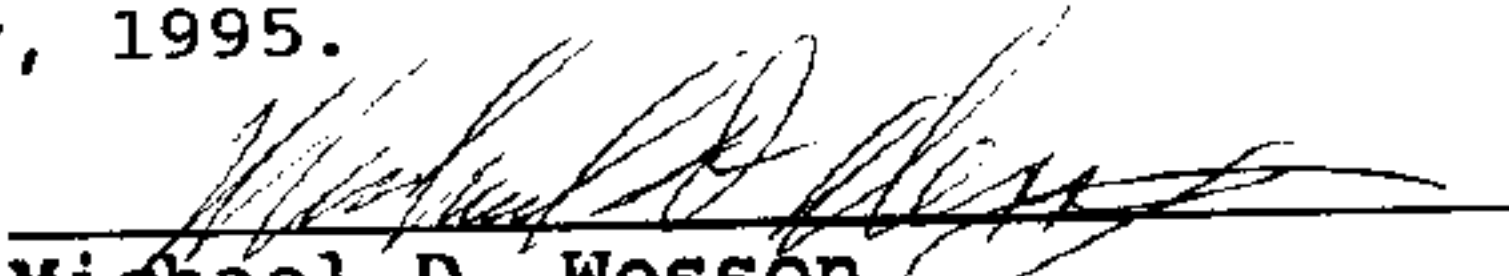
WHEREAS, Wesson and Bank have agreed to refinance the Principal Balance and in doing so, Bank has agreed to advance Wesson additional sums in the amount of Thirty-Eight Thousand and No/100 Dollars (\$38,000.00) (the "Additional Sums"); and

WHEREAS, the parties desire to modify the Mortgage in light of the Released Parcels, the Subordination and the aforementioned refinance.

NOW, THEREFORE, in consideration of the premises, the extension of the Additional Sums and the Refinance of the Principal Balance, Wesson and Bank agree that the Mortgage shall be modified as follows:

1. The Mortgage encumbers the Property less and except the Released Parcels and the Mortgage is subordinate to the Covenants.
2. The Mortgage secures a debt in the amount of Ninety-One Thousand Seven and 55/100 Dollars (\$91,007.55) as evidenced by note bearing even date herewith as the same may be modified, extended or renewed in the future.
3. In all other respects, the Mortgage as originally written, except as expressly modified herein, shall remain in full force and effect.
4. Michael D. Wesson and Kathleen R. Wesson are husband and wife.

DONE this 22nd day of December, 1995.


Michael D. Wesson


Kathleen R. Wesson

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL D. WESSON and wife, KATHLEEN R. WESSON, 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 the foregoing instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of December, 1995.

Lara M. Levy
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES APRIL 7, 1999

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