

95-018-610  
RECORDATION REQUESTED BY:

EQUITY LINE GROUP  
P.O. BOX 830826  
BIRMINGHAM, AL 35283-0826

WHEN RECORDED MAIL TO:

EQUITY LINE GROUP  
P.O. BOX 830826  
BIRMINGHAM, AL 35283-0826

SEND TAX NOTICES TO:

JACK R. MCCORMICK  
9055 HIGHWAY 119 SOUTH  
ALABASTER, AL 35007

Inst # 1997-18302

06/11/1997-18302  
09:17 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 REC 36.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 14, 1997, BETWEEN JACK R. MCCORMICK, A SINGLE MAN, (referred to below as "Grantor"), whose address is 9055 HIGHWAY 119 SOUTH, ALABASTER, AL 35007; and SouthTrust Bank of Alabama, National Association (referred to below as "Lender"), whose address is P. O. Box 248, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 18, 1997 (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in SHELBY County, State of Alabama:

SEE ATTACHED LONG LEGAL

The Real Property or its address is commonly known as 9055 HIGHWAY 119 SOUTH, Birmingham, AL 35007.

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

INCREASE TO EXISTING EQUITY LINE LOAN FROM \$35,000.00 TO \$50,000.00.

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:

 (SEAL)  
JACK R. MCCORMICK

LENDER:

SouthTrust Bank of Alabama, National Association

By: \_\_\_\_\_  
Authorized Officer


This Modification of Mortgage prepared by: X \_\_\_\_\_

Name of Signer: CHARLES A. POLLARD

## 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 JACK R. MCCORMICK, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of April, 1997  
  
Notary Public

My commission expires November 15, 2000

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_

### EXHIBIT A

The following described premises, to-wit: . . . . .

A certain lot of land situated in the S 1/2 of the NW 1/4 of the NW 1/4 of Section 14, Township 21, Range 3 West, described as follows: Commencing at the NW corner of said Section 14, and run thence South along the West line of said NW 1/4 of NW 1/4 661.3 feet; thence 89 degrees 10 minutes East 1080 feet, more or less, to the West right of way line of the Montevallo Highway; run thence in a southerly direction along the West right of way line of said Montevallo Highway a distance of 600 feet to the point of beginning of the lot herein described; run thence North 89 degrees 10 minutes West 600 feet; run thence South 41 degrees 33 minutes East 100 feet; run thence South 89 degrees 10 minutes East to the West right of way line of the Montevallo Highway; run thence Northerly along said West right of way line 100 feet, more or less, to the point of beginning.

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Jack R. McCormick from Beatrice Sippola, Donna Elliott, George A. Sippola and John Edward Sippola by virtue of a Deed dated August 25, 1987, recorded September 14, 1987 in Deed Book 150, page 817 in Shelby County, Alabama.

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