

95-374-614

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:

MICHAEL DALE YESSICK and SHERRY ANDERSON YESSICK
1113 4TH AVENUE SW
ALABASTER, AL 35007

Inst # 1997-18765

06/16/1997-18765
11:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
SPARE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 27, 1997, BETWEEN MICHAEL DALE YESSICK and SHERRY ANDERSON YESSICK, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 1113 4TH AVENUE SW, ALABASTER, AL 35007; and SouthTrust Bank of Alabama, National Association (referred to below as "Lender"), whose address is 831 NORTH FIRST STREET, Alabaster, AL 35007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 23, 1990 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED AUGUST 29, 1990 IN BOOK 307 AT PAGE 412

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

LOT 1 IN SECTOR 1 RESURVEY OF THE 1ST ADDITION TO J G LACEY SUBDIVISION ACCORDING TO MAP AS RECORDED IN MAP BOOK 4 PAGE 8 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA SOURCE OF TITLE BOOK 274 PAGE 400

The Real Property or its address is commonly known as 1113 4TH AVENUE SW, ALABASTER, AL 35007.

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

INCREASE FROM \$15000 TO \$25000.

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 Michael Dale Yessick (SEAL)
MICHAEL DALE YESSICK

x Sherry Anderson Yessick (SEAL)
SHERRY ANDERSON YESSICK

LENDER:

SouthTrust Bank of Alabama, National Association

By: _____
Authorized Officer

This Modification of Mortgage prepared by: X _____

Name of Signer: BARBARA WOODING

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MICHAEL DALE YESSICK and SHERRY ANDERSON YESSICK, 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 23rd day of August, 1997.

Jon Ellen Nix
Notary Public

My commission expires Nov. 15, 2000

May say

