

95804021

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 F. SHAW and ALLISON A. SHAW
401 FIREFLY HOLLOW
CHELSEA, AL 35043

Inst # 1997-24075

07/31/1997-24075
01:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
51.00
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 1997-24075

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JULY 8, 1997, BETWEEN JACK F. SHAW and ALLISON A. SHAW, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is 401 FIREFLY HOLLOW, CHELSEA, AL 35043; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 5376 Highway 280, Birmingham, AL 35242.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 6, 1995 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

FILED 7/12/95, IN INSTRUMENT # 1995/18260

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

SEE ATTACHED LEGAL

The Real Property or its address is commonly known as 401 FIREFLY HOLLOW, CHELSEA, AL 35043.

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

INCREASE CURRENT EQUITY LINE FROM \$25,000 TO \$50,000.

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 Jack F. Shaw (SEAL)
JACK F. SHAW

x Allison A. Shaw (SEAL)
ALLISON A. SHAW

LENDER:

SouthTrust Bank, National Association

By: [Signature]
Authorized Officer

This Modification of Mortgage prepared by: x Tonya Hurst

Name of Signer: TONYA HURST

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 F. SHAW and ALLISON A. SHAW, 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 8 day of July, 19 97

[Signature]
Notary Public

My Commission Expires July 19, 1999.

My commission expires

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

CASE NO. 973590

The W 1/2 of SW 1/4 of SW 1/4 and the N 1/2 of NE 1/4 of SW 1/4 of SW 1/4 of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama

Also a proposed twenty feet (20 foot) wide easement described as follows: Commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 Section a distance of 182.55 feet to a point on the Westerly right of way line of a paved Shelby County public road and the point of beginning of the easement being described: thence continue along last described course a distance of 1,158.53 feet to a point twenty feet (20 feet) West of the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 23 and on the line of the Northwest 1/4 of the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of same said Section 12: Thence turn a deflection angel of 90 deg. 00 min. 00 sec. right and run Easterly parallel with the said South line of said Northwest 1/4 of the Section 12 a distance of 1,140.54 feet to a point on the same said Westerly right of way line of same said Shelby County public road; thence turn a deflection/angle a distance of 48 deg. 28 min. 31 sec. right and run Southeasterly along said right of way line of said public road distance of 27.58 feet to the point of beginning: being situated in Shelby County, Alabama.

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003 MCD 51.00