

95716362

RECORDATION REQUESTED BY:

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

\$ 51.00 rec.

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

JAMES R. EFFERSON and MAVIS A. EFFERSON  
8455 HIGHWAY 11  
CHELSEA, AL 35043

Inst # 1997-38117

11/21/1997-38117  
12:00 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
009 99A 163.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 7, 1997, BETWEEN JAMES R. EFFERSON and MAVIS A. EFFERSON, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 8455 HIGHWAY 11, CHELSEA, AL 35043; and SouthTrust Bank, National Association (referred to below as "Lender"), whose address is 3145 Highway 31 South, Petham, AL 35124.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 28, 1994 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

ORIGINAL MORTGAGE DATED 06/28/94 RECORDED IN INST # 1994/25054 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 LEGAL ATTACHED

The Real Property or its address is commonly known as 8455 HIGHWAY 11, CHELSEA, AL 35043.

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

INCREASE MORTGAGE FROM \$75,000 TO \$100,000. FOR MORTGAGE TAX PURPOSES THIS LINE WAS INCREASED BY \$25,000. THE MATURITY DATE HAS BEEN EXTENDED TO 15 YEARS FROM THE DATE OF THE NOTE EXECUTED SIMULTANEOUSLY HEREWITH.

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 [Signature] (SEAL)  
JAMES R. EFFERSON

X [Signature] (SEAL)  
MAVIS A. EFFERSON

LENDER:

SouthTrust Bank, National Association  
By: [Signature]  
Authorized Officer

This Modification of Mortgage prepared by:

Name: ANN TONER  
Address: P.O. BOX 830826  
City, State, ZIP: BIRMINGHAM, AL 35282

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 JAMES R. EFFERSON and MAVIS A. EFFERSON, 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 7 day of November, 1997.

[Signature]  
Notary Public

My commission expires 2-13-98

LENDER 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 Helen F. Martin,  
Given under my hand and official seal this 7th day of November, 19 97.  
Sherry D. Heenan  
Notary Public

My commission expires 10-4-99

From the Southwest corner of the SE 1/4 of the NE 1/4 of Section 2, Township 20 South, Range 2 West, run Northerly along the West line of said 1/4 - 1/4 section 328.65 feet, thence turn right an angle of 68 degrees 00 minutes and run Northeasterly 329.79 feet to point of beginning of land herein described; thence turn right an angle of 90 degrees 00 minutes and run Southeasterly 85.19 feet; thence turn left an angle of 90 degrees 00 minutes and run Northeasterly 242.89 feet; thence turn left an angle of 90 degrees 00 minutes and run Northwesterly 205.06 feet; thence turn left an angle of 90 degrees 00 minutes and run Southwesterly 242.89 feet; thence turn left an angle of 90 degrees 00 minutes and run Southeasterly 119.87 feet to point of beginning. This being a part of the SE 1/4 of the NE 1/4 of Section 2, Township 20 South, Range 2 West, Shelby County, Alabama.

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