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RECORDATION REQUESTED BY:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

WHEN RECORDED MAIL TO:

SOUTHTRUST EQUITY LINE
C/O STEWART TITLE
2700 HWY 280 SO. SUITE 60
BIRMINGHAM, AL 35223-

SEND TAX NOTICES TO:

JOCK R. EFFERSON
8457 HWY 11
CHELSEA, AL 35043

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 1999-04033
01/25/1999-04033
11:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
88.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 18, 1998, BETWEEN JOCK R. EFFERSON, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 8457 HWY 11, CHELSEA, AL 35043; and SouthTrust Bank, 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 September 22, 1998 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

RECORDED OCTOBER 8, 1998 IN SHELBY COUNTY IN INSTRUMENT #1998/39285

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 8457 HWY 11, CHELSEA, AL 35043.

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

INCREASE MORTGAGE FROM \$50,000.00 TO \$100,000.00. FOR MORTGAGE TAX PURPOSES, THIS LINE WAS INCREASED BY \$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:

x Jock R. Efferson
JOCK R. EFFERSON

LENDER:

SouthTrust Bank, National Association

By: _____
Authorized Officer

This Modification of Mortgage prepared by:

Name: DEBBIE GODWIN
Address: P.O. BOX 830826
City, State, ZIP: BIRMINGHAM, AL 35282

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Stetson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOCK R. EFFERSON, 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 18 day of December, 19 98.

Mary L Jones
Notary Public

My commission expires 10/26/2000

LENDER ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

n/a

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 _____

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 02, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Southerly along the west side of said 1/4-1/4 line for 497.79 feet; thence turn an angle of 91 degrees 14 minutes 51 seconds to the left and run Easterly for 262.90 feet; thence turn an angle of 07 degrees 46 minutes 07 seconds to the right and run Southeasterly for 529.60 feet; thence turn an angle of 93 degrees 46 minutes 11 seconds to the right and run Southerly for 77.27 feet to the Point of Beginning of the parcel herein described; thence continue Southerly along the last described course for 395.68 feet to a point on the northwest right of way of Shelby County Road #11; thence turn an angle of 29 degrees 27 minutes 20 seconds to the right and run Southwesterly along the said R.O.W. for 28.61 feet; thence turn an angle of 111 degrees 46 minutes 25 seconds to the right and run Northwesterly for 376.74 feet; thence turn an angle of 101 degrees 51 minutes 48 seconds to the right and run Northeasterly for 280.33 feet to the Point of Beginning.

According to the survey of Olden G. Webb, III, dated June 16, 1998.

Inst # 1999-04033

01/29/1999-04033
11:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 88.50