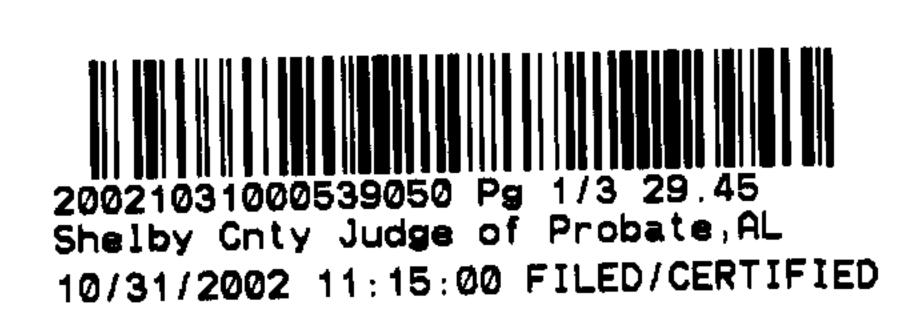
3360023



STATE OF ALABAMA
SHELBY COUNTY

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 16th day of October, 2002, on behalf of Michael E. Honeycutt and Wife, Cynthia C. Honeycutt (hereinafter called the "Mortgagee") and National Bank of Commerce of Birmingham, a national banking association (the "Lender").

RECITALS

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1999-18838 the Mortgagor granted a mortgage to the Lender on real property described as:

Lot 63, according to the Survey of Scottsdale, Third Addition, Phase Two, as recorded in Map Book 9, page 12, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

to secure indebtedness in the original principal amount of \$30,000.00 (the "Mortgage").

B. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

- 1. Paragraph A. of the Mortgage is hereby modified to read:
- A. The Secured Line of Credit. Michael E. Honeycutt and Cynthia C. Honeycutt (hereinafter called "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Thirty Eight Thousand Three Hundred Dollars and no/100---- (\$38,300.00)(the "Credit Limit") under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, date October 16, 2002 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.
 - 2. Paragraph C. of the Mortgage is hereby modified to read:

- C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$38,300.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.
 - 3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and years first above written.

3Y: Michael E. Honeycutt

Cynthia C. Honeycutt

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

ITS: /ice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$ 8,300.00 .

		10/31/2002 11:15	:00 F
STATE OF ALABAMA JEFFERSON COUNTY)		
state, hereby certify that M names are signed to the fore acknowledged before on this	going instrumes day that, being	ublic in and for said county in said	
Given under my hand and	d official seal th	his 16th day of October, 20	02.
		Calkeine Hall NOTARY PUBLIC	<u></u>
AFFIX SEAL			
My Commission Expires: NOT MY STATE OF ALABAMA JEFFERSON COUNTY	COMMISSION EXPIREDED THRU NOTARY PUR)	RES: Nov 22, 2003	
National Bank of Commerce who is known to me, acknown	e of Birminghand whose vledged before as such officient,	aid county in said state, hereby certicle name as \frac{\sqrt{CP \text{Plant}}}{\sqrt{cont}} \text{of} of an anational banking association, a me on this day that, being informed cer, and with full authority, execute anking association.	and d of
Given under my hand and of	ficial seal this	day of Melot, 20 NOTARY PUBLIC	02.
AFFIX SEAL		NOPART PUBLIC	
My commission Expires MY Conde	CY PUBLIC STATE OF ALL OMMISSION EXPIRE OF THRU NOTARY PUBLI	LABAMA AT LARGE SS: Dec 19, 2004 IC UNDERWRITERS	
THIS INSTRUMENT PREP	ARED BY:		

Deidre Justice National Bank of Commerce of Birmingham P.O. Box 10686 Birmingham, Alabama 35202-0686