



STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 25th day of June, 2004, on behalf of Amuel Braxton Howard and Spouse, Charlotte Howard (hereinafter called the "Mortgagee") and National Bank of Commerce of Birmingham, a national banking association (the "Lender").

RECITALS

By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst 2000/21490 to secure indebtedness in the original principal amount of \$15,000.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

See Attached Exhibit "A"

Amuel Braxton Howard and Amuel B. Howard are one and the same person.

- A. 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. Amuel Braxton Howard and Charlotte Howard (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 Fifty Thousand Dollars and no/100-----(\$50,000.00)(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 June 25, 2004 (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 \$50,000.00, 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.

BY: Amuel B Howard
Amuel Braxton Howard
BY: Charlotte Howard
Charlotte Howard

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

BY: Deborah B. Sasser
ITS: Vice President

THIS AMENDMENT SECURES ADDITIONAL INDEBTEDNESS IN THE AMOUNT OF \$35,000.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amuel B. Howard & Charlotte Howard whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 25 day of June, 2004.

Deborah B. Sasser
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 10, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Deborah B. Sasser whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for as the act of said banking association.

Given under my hand and official seal this 25 day of June, 2004.

Angela M. Cox
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 10, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission Expires _____

THIS INSTRUMENT PREPARED BY:

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

EXHIBIT "A"

FROM THE NW CORNER OF SE 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 EAST, RUN EASTERLY ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION 420.0 FEET; THENCE TURN RIGHT AN ANGLE OF 90° 19' 15" AND RUN SOUTHERLY 420.0 FEET; THENCE TURN LEFT AND ANGLE OF 90° 19' 15" AND RUN EASTERLY 21.65 FEET; THENCE TURN RIGHT AN ANGLE OF 65° 29' AND RUN SOUTHEASTERLY 41.23 FEET TO POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON LAST SAID COURSE 180.0 FEET; THENCE TURN RIGHT AN ANGLE OF 98° 10' AND RUN SOUTHWESTERLY 374.55 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY OF CENTRAL OF GEORGIA RAILROAD; THENCE TURN RIGHT AN ANGLE OF 64° 01' AND RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY 81.98 FEET; THENCE TURN RIGHT AN ANGLE OF 100° 28' AND RUN NORTHEASTERLY 398.6 FEET TO POINT OF BEGINNING. THIS BEING A PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 EAST, AND BEING 1.00 ACRES, MORE OR LESS.

Issued through the Office of:

Alabama Real Estate Title Center, LLC
215 Richard Arrington Jr. Blvd
Suite 901
Birmingham, AL 35203-3715
Tel. (205)328-5832 (866)328-5832
Fax (205)328-8146 (866)328-8146

Lori M. Morgan

Authorized Countersignature

20040726000413620 Pg 4/4 72.50
Shelby Cnty Judge of Probate, AL
07/26/2004 14:10:00 FILED/CERTIFIED

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