

4352

Inst # 1995-00896

# AMENDMENT TO MORTGAGE

STATE OF ALABAMA )  
JEFFERSON COUNTY )

THIS AMENDMENT TO MORTGAGE entered into this 19th day of October, 1994, on behalf of Gary Phillip and wife, Linda Faye Pope (hereinafter called "Mortgagor") whether one or more) in favor of National Bank of Commerce of Birmingham, a national banking association (the "Bank").

## Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County at 93-10505 the Mortgagor granted a mortgage to the Bank on real property described as: Lot 4, according to the Survey of Willowbrook, as recorded in Map Book 11 page 48 in the Probate Office of Shelby County, Alabama to secure indebtedness in the original principal amount of \$40,000.00, the "Mortgage").

B. The Mortgagor has requested the Bank to extend additional credit, and the Bank 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 agree as follows:

## AGREEMENT

1. The Definition "Note" in the 6th paragraph of the Mortgage is hereby modified to read:

The word "Note" means the promissory note or credit agreement dated October 19th 1994 in the original principal amount of \$40,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for the promissory note or agreement.  
NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$20,000.00.

01/11/1995-00896  
10:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 43.50

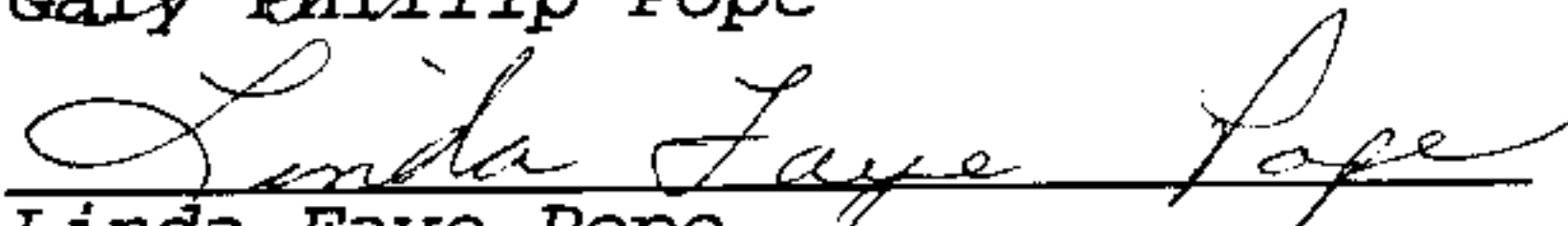
B'ham title

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2. Except as modified herein, the Mortgage shall remain in force and effect.

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

BY:   
Gary Phillip Pope

BY:   
Linda Faye Pope

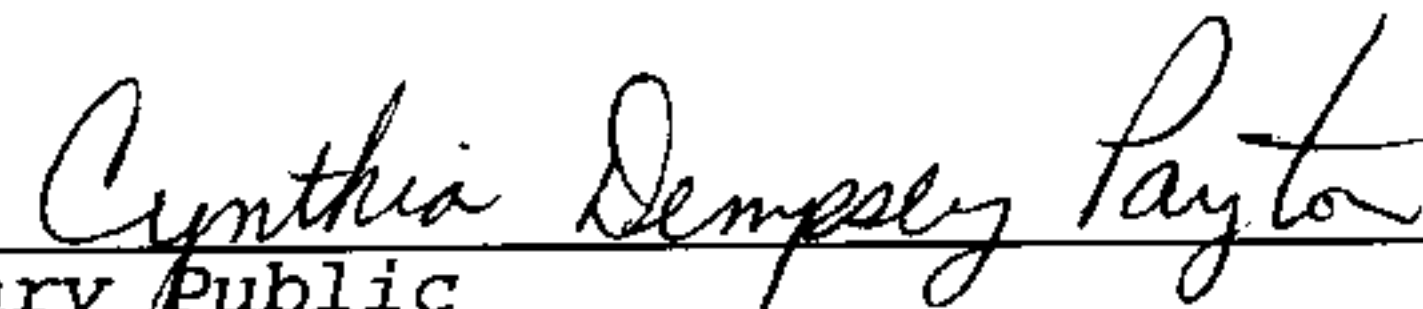
NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY:   
ITS: Vice President

State of Alabama )  
Jefferson County )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Gary Phillip Pope and Linda Faye Pope, 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of October, 1994.

  
Notary Public

MY COMMISSION EXPIRES MAY 16, 1995

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State of Alabama )  
Jefferson County )

I, the undersigned authority, in and for said county in said state, hereby certify that James A. Powell, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 19<sup>th</sup> day of October, 1994.

Cynthia Dempsey Payton  
Notary Public

MY COMMISSION EXPIRES MAY 16, 1995

THIS INSTRUMENT PREPARED BY:

Cindy Payton  
National Bank of Commerce of Birmingham  
1927 First Avenue North  
Birmingham, Alabama 35203

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