AMENDMENT TO MORTGAGE

STATE OF ALABAMA SHELBY COUNTY )

OJ 1 B 1 995 OI 527

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SHELBY COUNTY JUNGE OF PROBATE

AL 25

THIS AMENDMENT TO MORTGAGE entered into this 27th day of December, 1994, on behalf of Jeffrey G. Davis and Yvonne L. Davis (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 1993/09227 the Mortgagor granted a mortgage to the Bank on real property described as: Lot 26, according to the Survey of Meadow Brook, Ninth Sectoras recorded in Map Book 8 page 150, in the Probate Office of Shelby County, Alabama to secure indebtedness in the original principal amount of \$10,000.00, which has a current outstanding principal balance of \$5,915.04 (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 "Credit Agreement"in the 6th paragraph of the Mortgage is hereby modified to read:

The word "Credit Agreement" means the revolving line of credit agreement dated December 27, 1994 between lender and Grantor with a credit limit of \$28,500.00, together with all renewals of, extensions of, modifications of refinancings of, consolidation of, and substitutions for the Credit Agreement.

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$18,500.00.

Land 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:

frey G. Davis

BY:

1: Thomas T. Davis

ryonne n. bavis

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

DV.

George C. Pelekis

Assistant Vice President

State of Alabama Shelby County

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeffrey G. Davisand Yvonne L. Davis, 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 27th day of December, 1994.

Notary Public

SAV PROPERTY 31, 199

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State of Alabama Shelby County

I, the undersigned authority, in and for said county in said state, hereby certify that George C. Pelekis, whose name as Assistant 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 27th day of December, 1994.

Notary Public

THIS INSTRUMENT PREPARED BY:

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

Inst # 1995-01527

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SHELBY COUNTY JUDGE OF PROBATE
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