

**ADDENDUM TO MORTGAGE  
DATED AUGUST 14, 1993  
FROM JOHN T. SUMNER, JR. AND MILLIE N. SUMNER  
TO NATIONAL BANK OF COMMERCE OF BIRMINGHAM  
AND RECORDED AT INSTRUMENT NUMBER 1993-24678  
IN THE OFFICE OF THE JUDGE OF PROBATE OF  
SHELBY COUNTY, ALABAMA (the "Mortgage")**

Grantor and Lender covenant and agree as of July 27, 1995 that the Mortgage is hereby amended by adding on page 3 of the Mortgage, immediately prior to the section entitled "Expenditures By Lender", the following section:

**Funds for Taxes and Insurance.** As a method for ensuring that the Grantor fulfills the Grantor's responsibilities concerning payment of the required insurance and taxes assessed against the Property, the Grantor hereby agrees, subject to applicable law or to a written waiver by Lender, to pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly hazard or property insurance premiums; and (c) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the Escrow Items. Lender may not charge Grantor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Funds. Lender shall give to Grantor, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to grantor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Grantor in writing, and, in such case Grantor shall pay to Lender the amount necessary to make

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up the deficiency. Grantor shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Grantor any Funds held by Lender. If, under the Default Clause and the Rights and Remedies of Default Clause, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

All other terms and conditions of this Mortgage shall remain in full force and effect pursuant to their original terms.

**BORROWER:**

John A. Summer  
Millie A. Summer

Date: 7-27-95

**LENDER:**

**NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM**

By: William A. Lander

Its: Sr. Vice President

Date: 7/27/95

This instrument was prepared by:

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

STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned Notary Public in and for said County in said State hereby certify that John T. Sumner, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 27<sup>th</sup> day of July, 1995.

Kay H. Lyle  
Notary Public

AFFIX SEAL

My Commission expires: 11/6/96

STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned Notary Public in and for said County in said State hereby certify that Millie N. Sumner, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 27<sup>th</sup> day of July, 1995.

Kay H. Lyle  
Notary Public

AFFIX SEAL

My Commission expires: 11/6/96

STATE OF ALABAMA                    )  
    Jefferson           COUNTY    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William G. Sanders, Jr., whose name as Sr. Vice President of National Bank of Commerce of Birmingham, a national banking association, is signed to the foregoing Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Warranty Deed, 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 the 27th day of July, 1995.

Kay H. Tye  
11-6-96           Notary Public

AFFIX SEAL

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