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STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

Inst # 1996-03244

THIS AMENDMENT TO MORTGAGE entered into this 9th day of January, 1996, on behalf of Rita N. Tuck and husband, James D. Tuck (hereinafter called "Mortgagor" whether one or More) in favor of 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 at Instrument #1995-22281 the Mortgagor granted a mortgage to the Lender on real property described as:

Lot 3, according to the Survey of Windy Oaks, Phase 3, as recorded in Map Book 15, page 113, in the Office of Probate Judge, Shelby County, Alabama: Being situated in Shelby County, Alabama.

to secure indebtedness in the original principal amount $40,000.00 (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 as follows:

AGREEMENT

1. Paragraph A. of the mortgage is hereby modified in it's entirety to read as follows:

A. The Secured line of credit James D. Tuck and Rita N. Tuck (hereinafter called the "borrower", whether one or more) are now or may become in the future jointly indebted, to the lender in the maximum principal amount of fifty two thousand dollars ($52,000.00) (the "credit limit") under a certain open end line of credit established by the lender for the borrower pursant to an agreement entitled, "Home Equity Line Credit Agreement," executed by the borrower in favor of the lender, dated January 9, 1996 (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

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amount at any one time outstanding not exceeding the credit limit

2. Paragraph C. of the Mortgage is hereby modified in it's entirety to read as follows:

C. Mortgage Tax. This mortgage secures open end or revolving indebtedness with real property or interest therein. Therefore, under Section 40-22-2(1)6, code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed $.15 for each $100.00 or fraction thereof, of the credit limit of $52,000.00 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.

2. 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 year first above written.

BY: Rita N. Tuck
Rita N. Tuck

BY: James D. Tuck
James D. Tuck

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

BY: Bobbie Y. Williams
Its Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF $12,000.00.

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Rita N. Tuck and James D. Tuck, 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 date the same bears date.

Given under my hand and official seal this 9th day of January, 1996.

AFFIX SEAL

Annie J. Taylor
Notary Public

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: March 23, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie Y. Williams 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, she as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand official seal this 9th day of January, 1996.

AFFIX SEAL

Julie J. Taylor
Notary Public

MY COMMISSION EXPIRES: NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: March 23, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THIS INSTRUMENT PREPARED BY:

Julie Taylor
National Bank of Commerce of Birmingham
700 Highway 119
Alabaster, Alabama 35007

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