STATE OF	ALABAMA)
Shelby	COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 25 day March , 19 97 , on behalf of Dean and Myra Helen I	Pappas
(hereinafter called	C
"Mortgagor") in favor of National Bank of Commerce of	à
Birmingham, a national banking association (the "Lender").	Ţ
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Recitals	ð
A. By Real Estate Mortgage recorded in the Office of the Shelby County, Alabama,	4
Instrument #1993-38145 the Mortgagor granted a	4
mortgage to the Lender on real property described as:	

Lot 7, Block 2, according to the survey of Havenwood Park, Second Sector, as recorded in Map Book 10, Page 47, A & B in the Probate Office of Shelby County, Alabama.

to secure indebtedness in the original principal amount of 22,000.00 (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 achknowledged, the parties hereby agree as follows:

AGREEMENT

- 1. Paragraph A. of the Mortgage is hereby modified to read:

O/E Mortgage

Inst # 1997-13474

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SHELBY COUNTY JUDGE OF PROBATE
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the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated November 9, 1993 (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 Section 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 , which is the Credit Limit of \$ 80,000.00 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 year first above written.

BY:

BY:

NATIONAL BANK OF COMMERCE OF

BIRMINGHAM

BY:

Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF 'S 58,000.00

	STATE OF ALABAMA) Shely County)
	I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that 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.
* My	Given under my hand and official this
	Notary Public MY COMMISSION EXPIRES JUNE 12 2000
	My Commission Expires: STATE OF ALABAMA) Shelbe COUNTY)
	I, the undersigned authority, in and for said county in said state, hereby certify that May Jo Hand of National whose name as Vice resident 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 and official seal this 25 day of MARCH, 1997.
	NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
	AFFIX SEAL NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: July 24, 2000. MY COMMISSION EXPIRES: BONDED THRU NOTARY PUBLIC UNDERWRITERS. BONDED THRU NOTARY PUBLIC UNDERWRITERS.
	THIS INSTRUMENT PREPARED BY:

National Bank of Commerce of Birmingham
PO Box 10686
Birmingham, Alabama 35202-0686
Inst # 1997-13474

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