

STATE OF ALABAMA)
Shelby COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 6th day of June, 1997, on behalf of Steven Gottlieb and wife, Kathy A. Gottlieb (hereinafter called "Mortgagor") 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, Alabama, at Instrument #1994/19952 the Mortgagor granted a mortgage to the Lender on real property described as: Lot 2015, according to the Survey of Brook Highland, an Eddleman Community, 20th Sector, as recorded in Map Book 16, page 148, in the Probate Office of Shelby County, Alabama.

to secure indebtedness in the original principal amount of \$ 15,000.00 (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 hereby agree as follows:

AGREEMENT

1. The Credit Agreement definition of Paragraph 5 of the Mortgage is hereby amended to read:

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated June 6th 1997, between Lender and Grantor with a credit limit of \$ 40,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

L/P Mortgage

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SHELBY COUNTY JUDGE OF PROBATE
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2. The Indebtedness definition of Paragraph 5 of the Mortgage is hereby amended to read:

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balances at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The lien of this Mortgage shall not exceed at any one time \$ 40,000.00.

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: Steven Gottlieb
Steven Gottlieb
BY: Kathy A. Gottlieb
Kathy A. Gottlieb
NATIONAL BANK OF COMMERCE OF
BIRMINGHAM.
BY: Michelle Graves
Its: Branch Manager

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 25,000.00.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Steven Gottlieb and Kathy A. Gottlieb 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 this 6th day of June, 1997.


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 24, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AFFIX SEAL

My Commission Expires: _____

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Michele Graves whose name as BRANCH MANAGER 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, 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 6th day of June, 1997.

Notary Public

AFFIX SEAL

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Mary Jane Dillard

National Bank of Commerce of Birmingham 1997-20890
PO Box 10686
Birmingham, Alabama 35202-0686

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