

M10656  
SFA

Inst # 1997-21960

STATE OF ALABAMA )  
SHELBY COUNTY )

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 17th day of June, 1997, on behalf of Curtis Collins and wife, Charlotte Collins (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 1997-02101 the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT A

to secure indebtedness in the original principal amount of \$ 150,000.00 (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. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Curtis Collins and Charlotte Collins (hereinafter called the "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Two hundred thousand dollars (\$ 200,000.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for

O/E Mortgage

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004 MEL 91.00

the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated June 17, 1997 (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 the Credit Limit of \$ 200,000.00, 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.

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: Curt Collins  
Curtis Collins

BY: Charlotte Collins  
Charlotte Collins

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: George Maercker  
Its: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$ 50,000.00

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis Collins and Charlotte Collins 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 17th day of June, 1997.

*Jeffery S. Lathan*  
Notary Public

AFFIX SEAL

My Commission Expires: \_\_\_\_\_

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

STATE OF ALABAMA )  
\_\_\_\_\_ COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that GREGG MAERCKER 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, \_\_\_\_\_ 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 17th day of June, 1997.

*Jeffery S. Lathan*  
Notary Public

AFFIX SEAL

My Commission Expires: \_\_\_\_\_

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

THIS INSTRUMENT PREPARED BY:

Gregg Maercker  
National Bank of Commerce of Birmingham  
PO Box 10686  
Birmingham, Alabama 35202-0686

**EXHIBIT "A"**

From the Southeast corner of Section 31, Township 19 South, Range 1 East, run Westerly a distance of 1380.18 feet to the Southwest corner of said 1/4 1/4 Section to the point of beginning; thence right 88° 29' 45" a distance of 1033.32 feet to the southerly line of E. C. and Mary A. Thas property; thence right 43° 57' 00" along the southerly line of said Thas property a distance of 235.93 feet; thence right 84° 07' 21" a distance of 618.75 feet; thence right 81° 36' 03" a distance of 148.94 feet; thence left 13° 13' 16" a distance of 108.44 feet; thence left 39° 13' 27" a distance of 211.58 feet; thence right 80° 44' 13" a distance of 741.15 feet to the point of beginning.

From the Southeast corner of Section 31, Township 19 South, Range 1 East, run westerly a distance of 1380.18 feet to the Southwest corner of said 1/4 - 1/4 section; thence right 88° 29' 45" a distance of 1033.32 feet; thence right 43° 57' 00" a distance of 235.93 feet to the point of beginning; thence continue in a straight line a distance of 353.69 feet; thence right 84° 07' 21" a distance of 530.58 feet; thence right 81° 36' 03" a distance of 355.64 feet; thence right 98° 23' 57" a distance of 618.75 feet to the point of beginning.

**ALSO:**

From the SE corner of Section 31, Township 19 South, Range 1 East, run Westerly a distance of 1380.18 feet to the SW corner of said 1/4 1/4; thence right 146° 27' 29" a distance of 741.15 feet; thence left 80° 44' 13" a distance of 126.50 feet to the point of beginning; thence continue in a straight line a distance of 85.08 feet; thence right 39° 13' 27" a distance of 108.44 feet; thence right 13° 13' 16" a distance of 504.58 feet; thence right 98° 23' 57" a distance of 45.85 feet; thence right 6° 11' 10" a distance of 32.98 feet; thence right 74° 05' 38" a distance of 621.98 feet to the point of beginning.

Situated in Shelby County, Alabama.

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