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STATE OF ALABAMA)
Jefferson COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 6th day
of June, 1997, on behalf of Charles R. Bickerton
and Penny M. Esworthy (hereinafter called
"Mortgagor") in favor of National Bank of Commerce of
Birmingham, a national banking association (the "Lender").

Inst # 1997-22359

Recitals

A. By Real Estate Mortgage recorded in the Office of the
Judge of Probate of Shelby County, Alabama,
at Instrument 1993-24990 the Mortgagor granted a
mortgage to the Lender on real property described as:

Lot 2435, according to the Survey of Riverchase Country Club, 24th Addition, as
recorded in Map Book 10, page 64, in the Probate Office of Shelby County, Alabama.

to secure indebtedness in the original principal amount of
\$ 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
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 6, 1997
, between Lender and Grantor with a credit
limit of \$85,000.00, together with all
renewals of, extensions of, modifications of, refinancings of,
consolidations of, and substitutions for the Credit Agreement.

L/P Mortgage

Land Title

07/16/1997-22359
12:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 81.00

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 \$85,000.00.

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: X Charles R. Bickerton
Charles R. Bickerton

BY: X Penny M. Esworthy
Penny M. Esworthy

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: [Signature]
Its: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$45,000.00.

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Charles R. Bickerton and Penny M. Esworthy 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.

Samuel Y. Cross
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 25, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AFFIX SEAL

My Commission Expires: _____

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Barry D. Logan 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, 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 6th day of June, 1997.

Marionette R. Seay
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 12, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AFFIX SEAL

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Barry D. Logan
National Bank of Commerce of Birmingham, Inst # 1997-22359
PO Box 10686
Birmingham, Alabama 35202-0686