STATE OF ALABAMA COUNTY Shelby

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 25th 19 97 , on behalf of Rene C. August of. (hereinafter called Williams "Mortgagor") in favor of National Bank of Commerce of Birmingham, a national banking association (the "Lender"). Rene C. Williams, Joan Rene' Williams and Joan Rene Cox Williams are one and Recitals the same person.

A. By Real Estate Mortgage recorded in the Office of the County, Alabama, Shelby Judge of Probate of the Mortgagor granted a Inst#1996-26114 mortgage to the Lender on real property described as:

Lot 4, in Block 3, According to the survey of Indian Valley, sixth sector, as recorded in Map Book 5, page 118, in the Office of the Judge of Probate of Shelby County.

to secure indebtedness in the original principal amount of (the "Mortgage"). \$ 20,000.00

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 acnknowledged, the parties hereby agree as follows:

AGREEMENT

- Paragraph A. of the Mortgage is hereby modified to read:
- Rene C. Williams The Secured Line of Credit. (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 Thirty Thousand and no/100dollars (\$ 30,000.00 (the "Credit Limit") under a certain open-end line of credit established by the Lender for

O/E Mortgage

09/16/1997-29755 11:25 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated August 25, 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 \$30,000.00 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.

Rene C. Williams

BY: Rene C.\William

NATIONAL BANK OF COMMERCE OF

BIRMINGHAM

BY: // // // Its: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$ 10,000.00

STATE OF ALABAMA) Shelby COUNTY)
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Rene C. Williams 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 25 day of August 19 97.
Nowary Public Julie J. Taylor
AFFIX SEAL NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: Mar. 23, 2000. MY COMMISSION EXPIRES: Mar. 23, 2000. BONDED THRU NOTARY PUBLIC UNDERWRITERS.
STATE OF ALABAMA) Shelby COUNTY)
I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie Y. Williams of National 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 and official seal this 25 day of August 19 97. August 25 day of Output Output Output Novary Public Julie J. Taylor
AFFIX SEAL NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar. 23, 2000
· · · · · · · · · · · · · · · · · ·
THIS INSTRUMENT PREPARED BY: National Bank of Commerce of Birmingham PO Box 10686 Birmingham, Alabama 35202-0686

-3-

09/16/1997-29755
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 28.50