

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO FUTURE ADVANCE MORTGAGE

THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE entered into this 10th day of November, 1997, on behalf of James Mark Clayton and wife, Elizabeth R. Clayton (hereinafter called "Mortgagor") in favor of National Bank of Commerce of Birmingham, a national banking association (the "Lender").

Recitals

A. By Future Advance Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument #1997-23259, the Mortgagor granted a mortgage to the Lender on real property described as:

Lot 3, according to the Survey of Caldwell Mill Trace, as recorded in Map Book 18, page 67, in the Office of the Judge of Probate of Shelby County, Alabama

to secure indebtedness in the original principal amount of \$183,000.00 (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 Future Advance 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 2 of the Mortgage is hereby modified to read:

WHEREAS, James Mark Clayton and Elizabeth R. Clayton are justly indebted to the Mortgagee in the amount of Two Hundred Thirteen Thousand and no/100 dollars (\$213,000.00) as evidenced by that certain promissory note dated November 10, 1997 which bears interest as provided therein.

2. Except as modified herein, the Mortgage shall remain in full force and effect.

Return To:
Alabama Title Co., Inc.

12/03/1997-39315
10:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 58.50

Inst # 1997-39315

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

BY:

James Mark Clayton
James Mark Clayton

BY:

Elizabeth R. Clayton
Elizabeth R. Clayton

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY:

Will. B. Lamb
Its Senior Vice President

Elizabeth R. Clayton and S. Elizabeth Clayton are one and the same person.

James Mark Clayton and James M. Clayton are one and the same person.

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$30,000.00

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James Mark Clayton and Elizabeth H. Clayton 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 10th day of November, 1997.

Mary Jane Dillard
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 29, 1999.

My Commission Expires: _____

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that William G. Sanders, Jr. whose name as Senior 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 10th day of November, 1997.

Mary Jane Dillard
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 29, 1999.

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Mary Jane Dillard
National Bank of Commerce of Birmingham
PO Box 10686
Birmingham, Alabama 35202-0686

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