

STATE OF ALABAMA
SHELBY COUNTY

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 11 day
of MAY 19 98 on behalf of GARY PHILLIP POPE
AND WIFE, LINDA FAYE POPE (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 93-10505 & Amend to mtg 1995/00896 the Mortgagor granted a
mortgage to the Lender on real property described as:

LOT 4, ACCORDING TO THE SURVEY OF WILLOWBROOK, AS RECORDED IN MAP BOOK 11
PAGE 48 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

to secure indebtedness in the original principal amount of
\$ 60,000.00 (the "Mortgage").

3. 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. GARY PHILLIP POPE AND
LINDA FAYE POPE (hereinafter called the
"Borrower", whether one or more) is now or may become in the
future jointly indebted to the Lender in the maximum principal
amount of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS
dollars (\$ 175,000.00) (the "Credit Limit") under a
certain open-end line of credit established by the Lender for

O/E Mortgage

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SHELBY COUNTY JUDGE OF PROBATE
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the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated MAY 21, 1998, 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 \$ 175,000.00, 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.

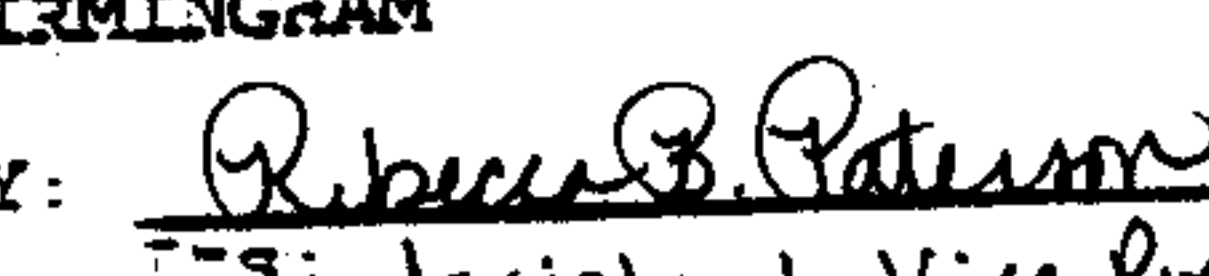
BY: 

GARY PHILLIP POPE

BY: 

LINDA FAYE POPE

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: 

REBECCA B. PATTERSON
Assistant Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 115,000.00

STATE OF ALABAMA
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that GARY PHILLIP POPE AND LINDA FAYE POPE 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 21 day of May, 1998.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: June 18, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Notary Public Rebecca B. Paterson

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 Rebecca B. Paterson whose name as Assistant 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 21 day of May, 1998.

Debra H. Williams
Notary Public

AFFIX SEAL

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

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Rebecca B. Paterson
National Bank of Commerce of Birmingham
PO Box 10686
Birmingham, Alabama 35202-0686

-3- Inst # 1998-23157

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