

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 31st day of July, 1998, on behalf of David L. Seales and wife, Lola H. Seales (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 #1997-11448 (the "Mortgage"), the Mortgagor granted a mortgage to Lender on real property described as:

See attached Exhibit "A"

to secure indebtedness in the original principal amount of \$70,000.00 (the "Loan").

B. The Mortgagor has requested the Lender extend additional credit under the Mortgage, and the Lender has agreed to do so, 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 agree as follows:

AGREEMENT

1. Paragraph 1 of the Mortgage is hereby modified in its entirety to read as follows:

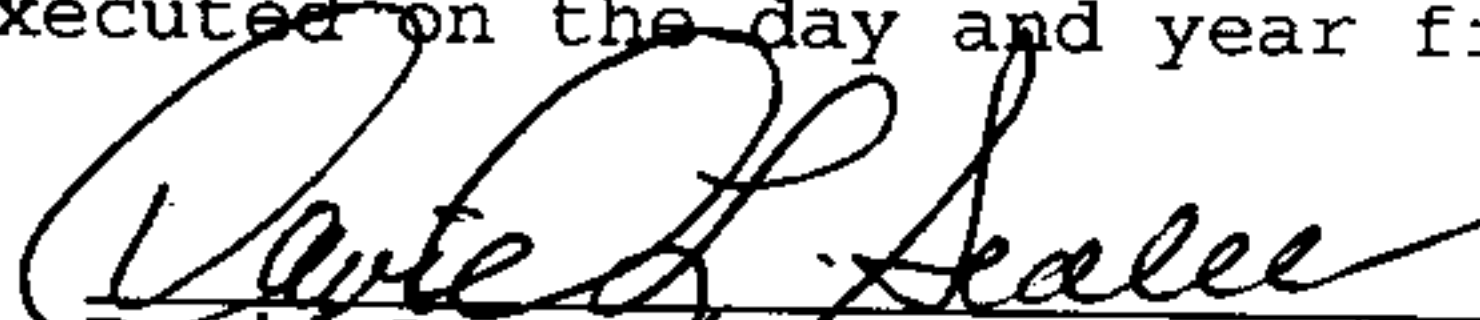
WHEREAS, David L. Seales and Lola M. Seales are justly indebted to the Mortgagee in the amount of Ninety Thousand and no/100 dollars (\$90,000.00) as evidenced by that certain promissory note dated July 31, 1998 which bears interest as provided therein.


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

08/13/1998-31284
10:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 46.00

Inst # 1998-31284

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


David L. Seales


Lola M. Seales

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David L. Seales and Lola M. Seales whose names are signed to the foregoing Amendment to Mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Amendment to Mortgage, executed the same voluntarily on the day the same bears date. .

Given under my hand and official seal this 31st day of July, 1998.


Notary Public

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
COMMISSION EXPIRES: Mar. 31, 2002.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY:

David L. Nolen
Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that David Nolen 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 31st day of July, 1998.

Judy K. Ray
Notary Public

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 31, 2002.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THIS INSTRUMENT PREPARED BY:

Mary Jane Dillard
National Bank of Commerce of Birmingham
1927 First Avenue North
Birmingham, Alabama 35203

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$20,000.00.

**SCHEDULE A
LEGAL DESCRIPTION**

PARCEL I:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 20, Township 21 South, Range 2 West, more particularly described as follows: Commence at the NW corner of said 1/4-1/4 section; thence in a southerly direction along the westerly line of said 1/4-1/4 section, a distance of 510.00 feet to the point of beginning; thence 103 degrees 43 minutes 15 seconds left in a northeasterly direction a distance of 538.40 feet to a point on the southwesterly R/W line of U.S. Highway No. 31 South; thence 99 degrees 10 minutes 33 seconds left a chord line of a curve to the right, having a radius of 2914.93 feet in a northwesterly direction along said curve and R/W line, a chord distance of 360.00 feet; thence 64 degrees 15 minutes left in a westerly direction a distance of 348.40 feet; thence 88 degrees 39 minutes 12 seconds left in a southerly direction a distance of 477.97 feet to the point of beginning.

PARCEL II:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 20, Township 21, Range 2 West more particularly described as follows: Commence at the NW corner of said 1/4-1/4 section; thence in a southerly direction along westerly line of said 1/4-1/4 section a distance of 510.00 feet to a point of beginning; thence continue in a southerly direction along said 1/4-1/4 section a distance of 50 feet; thence 96 degrees left in a easterly direction to a point of the southwesterly R/W line of U.S. Highway No. 31 South; thence left along said R/W line to the SE corner of property owned by David L. Seales and Lola M. Seales; thence left along south line of said property owned by David L. Seales and Lola M. Seales a distance of 538.40 feet to a point of beginning.

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