

STATE OF ALABAMA )  
SHELBY COUNTY )

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 2ND day  
of MARCH, 1999, on behalf of BRADFORD S. COCKE  
AND WIFE, MARQUITA C. COCKE (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 1997/05962 the Mortgagor granted a  
mortgage to the Lender on real property described as:

SEE ATTACHED "EXHIBIT A"

to secure indebtedness in the original principal amount of  
\$ 20,000.00 (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. Paragraph A. of the Mortgage is hereby modified to  
read:

A. The Secured Line of Credit. BRADFORD S. COCKE AND  
MARQUITA C. COCKE (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 SIXTY THOUSAND AND NO/100  
dollars (\$60,000.00) (the "Credit Limit") under a  
certain open-end line of credit established by the Lender for

O/E Mortgage

04/05/1999-14221  
11:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MMS 76.00

Inst # 1999-14221

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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 MARCH 2, 1999 (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 \$ 60,000.00, 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: 

BRADFORD S. COCKE

BY: 

MARQUITA C. COCKE

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: 

ITS: VICE PRESIDENT

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$ 40,000.00.

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BRADFORD S. COCKE AND MARQUITA C. COCKE 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 2ND day of MARCH, 1999.

Brenda Lynn Dixon  
Notary Public

AFFIX SEAL

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES ON APR. 26, 2002  
BONDED THREE THOUSAND DOLLARS

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that GREGG MAERCKER 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 2ND day of MARCH, 1999.

Brenda Lynn Dixon  
Notary Public

AFFIX SEAL

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES ON APR. 26, 2002  
BONDED THREE THOUSAND DOLLARS

THIS INSTRUMENT PREPARED BY:

GREGG MAERCKER  
National Bank of Commerce of Birmingham  
PO Box 10686  
Birmingham, Alabama 35202-0686

**"EXHIBIT A"**

Lot 22, according to the Survey of Greystone 7th Sector, Phase II, as recorded in Map Book 19, page 121, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990, and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto.

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