

STATE OF ALABAMA )  
SHELBY COUNTY )

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 16 day  
of February, 1999, on behalf of Jeff K Johnson  
and April H. Johnson (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 #1995-08091 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  
\$ 25,000.00 (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. Jeff K. Johnson and  
April H. Johnson (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 Forty-five Thousand and No/100\* \* \*  
dollars (\$ 45,000.00) (the "Credit Limit") under a  
certain open-end line of credit established by the Lender for

O/E Mortgage

Inst # 1999-16002

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SHELBY COUNTY JUDGE OF PROBATE

004 NKS 46.00

the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated February 16, 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 \$ 45,000.00, 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: [Signature]

BY: [Signature]

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: [Signature]

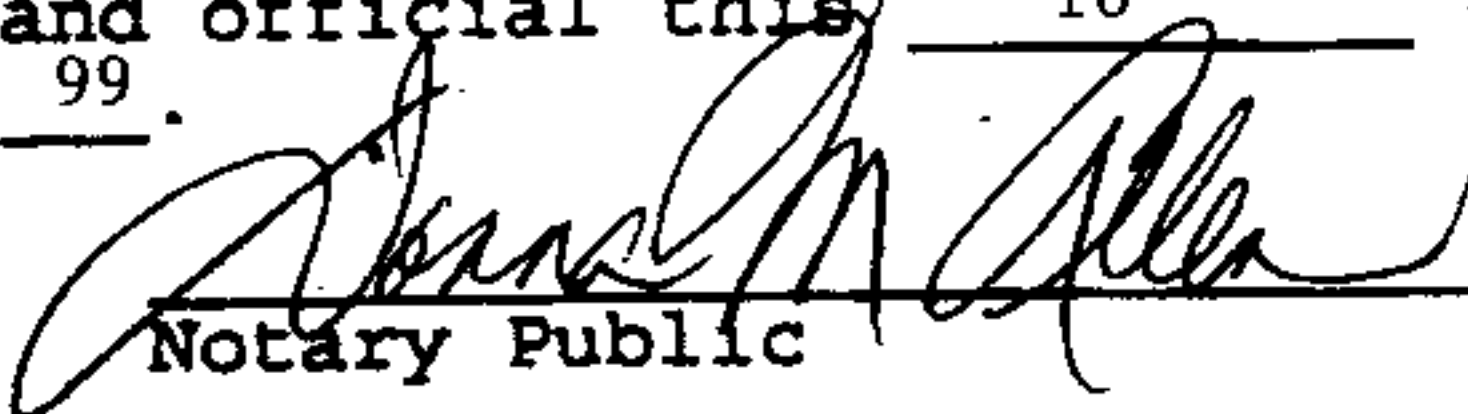
Its:

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

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeff K. Johnson and April H. Johnson 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 16 day of February, 19 99.

  
Notary Public


AFFIX SEAL

My Commission Expires: 6-27-00

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Vicki D. Watson whose name as A V P 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 16 day of February, 19 99.

  
Notary Public

AFFIX SEAL

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

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 27, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Vicki D. Watson  
National Bank of Commerce of Birmingham  
PO Box 10686  
Birmingham, Alabama 35202-0686

Exhibit A

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 1 WEST, RUN NORTH ALONG SAID SECTION LINE FOR 90.72 FEET TO THE POINT OF BEGINNING; THENCE TURN 17 DEGREES 23 MINUTES 27 SECONDS RIGHT AND RUN 215.72 FEET TO THE WEST RIGHT OF WAY LINE OF SHELTY COUNTY #49, THENCE TURN 45 DEGREES 27 SECONDS LEFT AND RUN ALONG SAID RIGHT OF WAY LINE FOR 240.14 FEET; THENCE TURN 94 DEGREES 41 MINUTES LEFT AND RUN 290.29 FEET; THENCE TURN 90 DEGREES 00 MINUTES LEFT AND RUN 381.16 FEET; THENCE TURN 23 DEGREES 44 MINUTES LEFT AND RUN 37.28 FEET; THENCE TURN 89 DEGREES 14 MINUTES 18 SECONDS LEFT AND RUN 95.17 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

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