

STATE OF ALABAMA )  
Shelby COUNTY )

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 21st day  
of June, 1999, on behalf of B. L. Howard, Jr.  
(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 Inst# 1997-12780 the Mortgagor granted a  
mortgage to the Lender on real property described as:

See Exhibit A

to secure indebtedness in the original principal amount of  
\$ 60,000.00 (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. B. L. Howard, Jr.  
(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 One Hundred Forty Thousand Seven Hundred Fifty and no/100----  
dollars (\$ 140,750.00) (the "Credit Limit") under a  
certain open-end line of credit established by the Lender for

Inst # 1999-30953

O/E Mortgage

07/26/1999-30953  
10:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 137.20

the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated June 21, 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 \$ 140,750.00, 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: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$ 80,750.00

STATE OF ALABAMA       )  
  Shelby           COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that B. L. Howard, Jr. 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 21st day of June, 19 99.

*Catherine Collins Lemard*  
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 22, 2001.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

STATE OF ALABAMA       )  
  Shelby           COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie Y Williams 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, she 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 21st day of June, 19 99.

*Catherine Collins Lemard*  
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 22, 2001.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

THIS INSTRUMENT PREPARED BY:

Bobbie Y Williams  
National Bank of Commerce of Birmingham  
PO Box 10686  
Birmingham, Alabama 35202-0686

EXHIBIT "A"

A parcel of land situated part in the SE 1/4 of the Section 16, and part in the SW 1/4 of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the SW corner of Section 15 and go North 1° 15' West along the West boundary of Section 15, 670.35 feet to the point of beginning; thence North 90° 00' East for 635.89 feet; thence North 4° 48' East for 618.11 feet; thence South 84° 39' West for 289.19 feet; thence North 77° 13' West for 695.95 feet; thence North 70° 15' West for 21.45 feet; thence South 27° 20' West for 165.34 feet; thence South 55° 16' East for 124.75 feet; thence South 11° 39' East for 441.30 feet; thence South 1° 07' East for 100.41 feet; thence North 90° 00' East for 181.67 feet to the point of beginning.

ALSO an easement for ingress and egress to and from the above described parcel to connect the same with Shelby County Highway No. 119, more particularly described as follows:

A strip of land 30 feet in width and extending a uniform distance of 10 feet each side of random centerline described as follows: Commence at the SW corner of Section 15, Township 22 South, Range 3 West and go North 1° 05' West for 670.35 feet; thence North 90° 00' West for 256.67 feet; thence North 1° 46' West for 743.30 feet; thence South 77° 13' East for 182.21 feet to the point of beginning; thence North 41° 17' West for 148.56 feet; thence North 24° 40' west for 408.37 feet; thence North 33° 45' West for 80.28 feet to the South boundary of the Montevallo-Siluria Road, being Shelby County Highway No. 119.

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