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STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 13th day of July, 1999, on behalf of Danny Eugene Hearn and Vivian Joy Hearn (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. #1994-28249 the Mortgagor granted a mortgage to the Lender on real property described as:
Lot 12, according to the Survey of Spring Garden Estates, as recorded in Map Book 4, page 56, in the Probate Office of Shelby County, Alabama.

to secure indebtedness in the original principal amount of $ 75,000.00 (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 acnknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Danny Eugene Hearn and Vivian Joy Hearn (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 ten thousand & no/100 ------------------- dollars ($ 110,000.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for

O/E Mortgage

Inst # 1999-38443

09/14/1999-38443
09:39 AM CERTIFIED
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 July 13, 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 $ 110,000.00, 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: Danny Eugene Hearn
Danny Eugene Hearn

BY: Vivian Joy Hearn
Vivian Joy Hearn

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

BY: David L. Miller
Its: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF $ 35,000.00.

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Danny Eugene Hearn and Vivian Joy Hearn 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 13th day of July, 1999.

Cynthia B Kelly
Notary Public

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar. 1, 2003 BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that David L 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 13th day of July, 1999.

Cynthia B Kelly
Notary Public

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar. 1, 2003 BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

DAVID L. NOLEN
National Bank of Commerce of Birmingham
PO Box 10686
Birmingham, Alabama 35202-0686

-3-

Inst # 1999-38443

09/14/1999-38443
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