

STATE OF ALABAMA )  
SHELBY COUNTY )

# AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 13th day of AUGUST, 1999, on behalf of ALLEN R. SHELLEY AND WIFE, SUSAN S. SHELLEY (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 ~~Shelby County, Alabama~~ \*\*\*See Below the Mortgagor granted a mortgage to the Lender on real property described as: Lot 32, according to the 1st Amended Plat of Final Record Plat of Greystone Farms, English Turn Sector, Phase I, as recorded in Map Book 19 page 142 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**\*\* Mortgage recorded in 1998/03862 2-5-98**

to secure indebtedness in the original principal amount of  
\$ 23,000.00 (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. ALLEN R. SHELLEY AND SUSAN S. SHELLEY (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 THIRTY FIVE THOUSAND AND NO/100 dollars (\$ 35,000.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for

**O/E Mortgage**

08/24/1999-35428  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NMS 31.50

**Inst # 1999-35428**

Inst # 1999-39058  
Or  
09/17/1999-39058  
01:25 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE HNS 14:50

the Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated August 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 \$ 35,000.00, 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: Allen R. Shelley  
ALLEN R. SHELLEY  
BY: Susan S. Shelley  
SUSAN S. SHELLEY  
NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: Greg Menden  
Its: VICE PRESIDENT

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$ 12,000.00

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ALLEN R. SHELLEY AND SUSAN S. SHELLEY 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 AUGUST, 1999.

Lanita H. Malone  
Notary Public

AFFIX SEAL

My Commission Expires: My Commission Expires October 15, 2000.

STATE OF ALABAMA )  
JEFFERSON 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 13th day of AUGUST, 1999.

Lanita H. Malone  
Notary Public

AFFIX SEAL

My Commission Expires: My Commission Expires October 15, 2000.

THIS INSTRUMENT PREPARED BY:

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

Inst # 1999-35428

-3-

08/24/1999-35428  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS 31.50

Inst # 1999-39058

09/17/1999-39058

01:25 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

14.50

003 MMS