

STATE OF ALABAMA)
Shelby COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 23rd day
of November, 19 99, on behalf of Kent R. Clark and wife,
Linda P. Clark (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 #1998-48328 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
\$ 30,000.00 (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. Kent R. Clark and
Linda P. Clark (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 Thousand and 00/100
dollars (\$ 40,000.00) (the "Credit Limit") under a
certain open-end line of credit established by the Lender for

O/E Mortgage

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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 November 23, 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 \$ 40,000.00, 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: Kent R. Clark

Kent R. Clark

BY: Linda P. Clark

Linda P. Clark

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: Jane Smith

Its:

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 10,000.00.

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Beat R. Clark 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 03 day of December, 1999.

Cindy M. Miller
Notary Public

AFFIX SEAL

My Commission Expires: Jan 2001

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that _____ 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 03 day of December, 1999.

Cindy M. Miller
Notary Public

AFFIX SEAL

My Commission Expires: Jan 2001

THIS INSTRUMENT PREPARED BY:

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

Exhibit "A"

Part of Lot "A" Sunny Meadows First Sector Second Phase as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 7, being more particularly described as follows:

Beginning at the NW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 19 South, Range 2 West, Shelby County, Alabama, run in a Northerly direction along the West line of said Lot "A" for a distance of 94.0 feet to an existing iron rebar being the Northmost corner of said Lot "A"; thence turn an angle to the right of $113^{\circ}18'$ and run in a Southeasterly direction along the Northeast line of said lot "A" for a distance of 262.64 feet to an existing iron rebar being the most Easterly corner of said Lot "A" and being on the Northwest right of way line of Meadow Brook Road; thence turn an angle to the right and run in a Southwesterly direction along the NW right of way line of Meadow Brook Road (said NW right of Way line being on a curve and having a radius of 480.0 feet, and a deflection angle of $11^{\circ}40'42.5''$) for a distance of 195.56 feet to the point of ending of said curve; thence run in a Southwesterly direction still being the NW right of way line of Meadow Brook Road and along a line tangent to the end of said curve for a distance of 20.0 feet to the point of beginning of a new curve, said newest curve being concave in a Southerly direction and having a radius of 1130.0 feet and a deflection angle of $0^{\circ}54'09''$; thence turn an angle to the left and run in a Westerly direction along the Northerly right of way line of said Meadow Brook Road for a distance of 35.60 feet to an existing iron rebar; thence turn an angle to the right and run in a Northwesterly direction for a distance of 102.23 feet, more or less to the point of beginning.

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