Loan # 3321197

STATE OF ALABAMA)
Shelby COUNTY)

Inst # 2000-19874

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 12th day of May, 2000, on behalf of James P. Anderson and Shirley Anderson (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#1999-37165 the Mortgagor granted a mortgage to the Lender on real property described as:

Lot 22A, according to the resurvey of Lots 22 and 23, Southlake, a residential subdivision, as recorded in Map Book 12, page 18, in the Probate Office of Shelby County, Alabama.

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. James P. Anderson and Wife Shirley Anderson (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 Nine Thousand Dollars and no/100 ($49,000.00) (the "Credit Limit") under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower

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SHELBY COUNTY JUDGE OF PROBATE
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in favor of the Lender, dated May 12, 2000 (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 Sections 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 $ 49,000.00, 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: James P. Anderson
James P. Anderson

Shirley Anderson
Shirley Anderson

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

BY: ______________________
Its:

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF $ 19,000.00.

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James P. Anderson and Shirley Anderson 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 12th day of May, 2000.

Frances Louise Haynes
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: 04-21-02

STATE OF ALABAMA)
County)

I, the undersigned authority, in and for said county in said state, hereby certify that T. CHRIS PATTY 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 12th day of MAY, 2000.

Nancy Aliano
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

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National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686

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