

STATE OF ALABAMA )  
Shelby COUNTY )

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 23 day  
of May, 19 2000, on behalf of Rickey J. Curren and Lynn M. Curren  
~~and Travis C. Smith, Joint tenants~~ (hereinafter called  
~~with right of survivorship~~ "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 #1997-08462 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  
\$ 28,500.00 (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. Rickey J. Curren and wife  
Lynn M. Curren (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 Fifty three thousand five hundred and no/100-----  
dollars (\$ 53,500.00) (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 5-23-2000 (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 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 \$ 53,500.00, 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.

X Travis C. Smith  
BY: Ricky J. Warren  
BY: John M. Carr

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: Mary J. Hance  
Its:

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$ 25,000.00

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Rickey J. Curren and wife Lynn M. Curren and Travis C. Smith, a married man 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 23 day of May, 2000

*Kari C. Rowland*  
Notary Public

AFFIX SEAL

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 14, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ 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 23<sup>rd</sup> day of May, 2000

*Kari C. Rowland*  
Notary Public

AFFIX SEAL

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 14, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

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

## EXHIBIT "A"

Commence at the Southwest corner of Section 5, Township 20 South, Range 1 West; thence run Easterly along the South boundary of said section for 2639.37 feet to a point on the West boundary line of a parcel of land owned by Charles F. Turner as identified on a plat of a survey of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section, performed by Robert H. Ezell, Alabama Registration No. 5745, said point being 5.0 feet North of a pine knot shown on said survey; thence turn an angle of  $88^{\circ}11'46''$  to the left and proceed Northerly along the West boundary of said Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ , according to said Ezell survey, for a distance of 1226.52 feet to a point, being the point of beginning of the parcel of land herein described; thence continue along the last described course for a distance of 89.01 feet to an iron as shown in Ezell survey; thence continue along the same course for an additional 313.90 feet in accordance with said Ezell survey to a point on the South line of Shelby County Road No. 36; thence turn an angle of  $110^{\circ}06'45''$  to the left and run Southwesterly along said South line of said County Road No. 36 for 242.58 feet to a point; thence turn an angle of  $97^{\circ}21'06''$  to the left and run 360.07 feet to a point; thence turn an angle of  $62^{\circ}32'09''$  to the left and run 61.73 feet to the point of beginning.

Said parcel is lying in the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

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