

STATE OF ALABAMA )  
JEFFERSON COUNTY)

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 26th day of May, 2000, on behalf of Arthur Boyd Ennis and Anne A. Ennis (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 1998-21457 the Mortgagor granted a mortgage to the Lender on real property described as:

#### SEE ATTACHED LEGAL

To secure indebtedness in the original principal amount of \$150,000.00 (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. Arthur Boyd Ennis and Anne A. Ennis

C. (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 Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for the Borrower pursuant to an agreement entitled "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Lender, dated May 26, 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.

07/06/2000-22510  
10:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 166.00

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Inst # 2000-22510

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 \$ 250,000.00, 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 the instrument to be executed by on the day and year first above written.

BY: Arthur Boyd Ennis  
Arthur Boyd Ennis

BY: Anne A. Ennis  
Anne A. Ennis

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: [Signature]  
ITS: Assistant Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS  
OF \$ 100,000.00.**

State of Alabama )  
County of Jefferson

I, the undersigned authority, in and for said county in said state, hereby certify that Arthur Boyd Ennis  
and Anne A Ennis whose name(s) is (are) signed to the foregoing instrument,  
and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of  
said instrument, (he) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of May, 2000.

AFFIX NOTARIAL SEAL

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 17, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

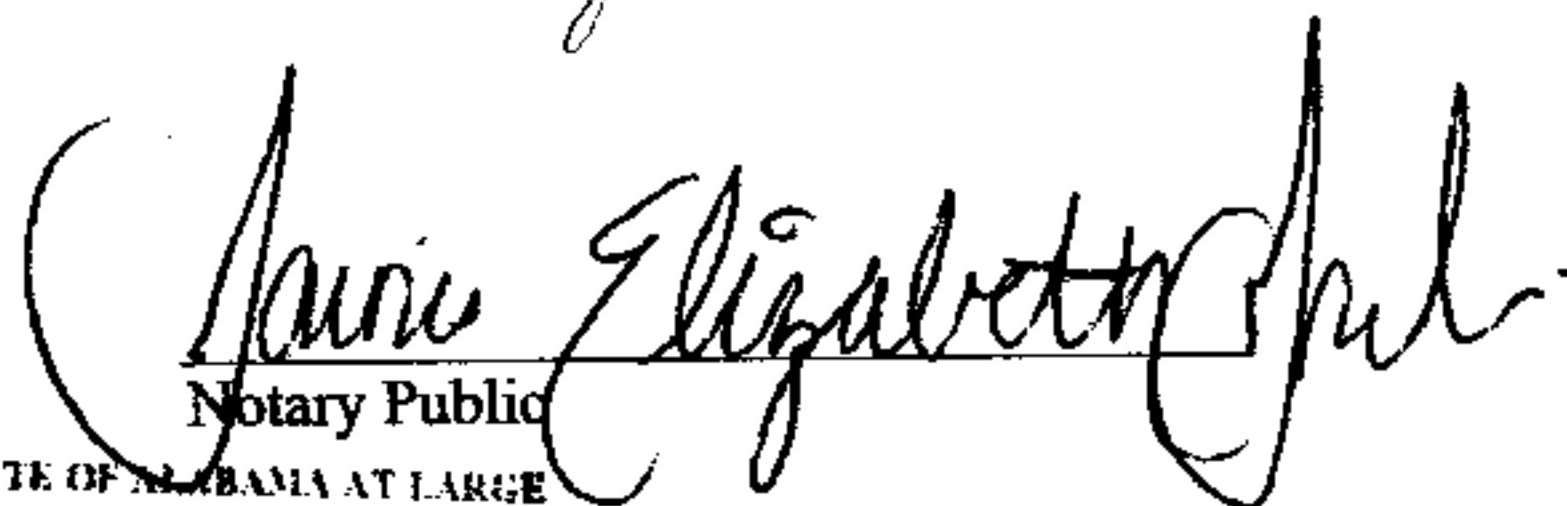
My commission expires:

State of Alabama )  
County of Jefferson

I, the undersigned authority, in and for said county in said state, hereby certify that Carl W  
Abright, III whose name as Assistant 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, \_\_\_\_\_ 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 26th day of May, 2000.

AFFIX NOTARIAL SEAL

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 20, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires:

THIS INSTRUMENT PREPARED BY:

National Bank of Commerce of Birmingham  
P.O. Box 10686  
Birmingham, AL 35202

EXHIBIT "A"

Inst # 2000-22510

07/06/2000-22510

10:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

004 CJI 166.00

3. The Land is described as follows:

Lot 115, according to the Survey of GREYSTONE- 1st Sector, 1st Phase, as recorded in Map Book 14, page 91, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11-6-90 and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.