

STATE OF ALABAMA                     )  
 Shelby COUNTY                        )

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 8th day of August, 2000, on behalf of Dora Bailey, an unmarried woman (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#2000-22725 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 \$ 20,000.00 (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. Dora Bailey, Diane B. Smith and Tommie L. Bailey (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 Thousand Dollars and no/100 (\$30,000.00) (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

in favor of the Lender, dated August 8, 2000 (the "Credit Agreement"). The Credit Agreement provides for an open-end

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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 \$ 30,000.00, 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: Dora Bailey  
Dora Bailey

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: David L. Miller  
Its: Vice President

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 Dora Bailey 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 8<sup>th</sup> day of August, 2000.

Justin G. Simpson  
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 18, 2004  
~~BONDED THIRD NOTARY PUBLIC UNDERWRITERS~~

STATE OF ALABAMA           )  
                                  County )

I, the undersigned authority, in and for said county in said state, hereby certify that David A. Nelson 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 8<sup>th</sup> day of August, 2000.

Justin G. Simpson  
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
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THIS INSTRUMENT PREPARED BY:

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

Exhibit A

A parcel of and situated in the SE 1/4 of the SW 1/4 of Section 22, Township 19, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of said 1/4 1/4 Section; thence North 3 deg. 32 min. 3 sec. West a distance of 551 feet to the point of beginning, being the Northwest corner of Robert E. Cox Property; thence continue along line a distance of 192.68 feet to a point lying on the Southerly right of way line of McGuire Road (60 foot right of way), said point also lying on a curve to the right having a central angle of 13 deg. 25 min. 42 sec., a radius of 417.78 feet and subtended by a chord which bears South 64 deg. 5 min. 32 sec. East a chord distance of 97.69 feet; thence along said curve and said right of way line a distance of 97.91 feet to the end of said curve; thence South 57 deg. 22 min. 41 sec. East a distance of 242.50 feet to the beginning of a curve to the right having a central angle of 3 deg. 53 min. 53 sec., a radius of 922.69 feet and subtended by a chord which bears South 55 deg. 25 min. 44 sec. East a chord distance of 62.76 feet; thence along said curve and continuing along said right of way line a distance of 62.77 feet; thence North 87 deg. 7 min. 3 sec. West along the North line of the Robert E. Cox property and leaving said right of way line a distance of 332.34 feet to the point of beginning; being situated in Shelby County, Alabama.

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