

STATE OF ALABAMA     )  
SHELBY COUNTY)

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 10th day of August, 2000, on behalf of Kent R. Clark and 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 1998-48328 and 1999-52103 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 \$40,000.00 (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

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 Seventy-Five Thousand and no/100 dollars (\$75,000.00) ( 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 August 10, 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.

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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 \$ 75,000.00, 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: Kent R. Clark  
Kent R. Clark

BY: Linda P. Clark  
Linda P. Clark

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

BY: Jaimie Miller  
ITS: Private Banking Officer

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS  
OF \$ 35,000.00.**

State of Alabama )  
County of Shelby )

I, the undersigned authority, in and for said county in said state, hereby certify that Kent R. Clark & Linda P. Clark 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 10<sup>th</sup> day of August, 2000.

AFFIX NOTARIAL SEAL

Gaines Elizabeth Ford  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 20, 2003  
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 \_\_\_\_\_ whose name as Private Banking Officer 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 10<sup>th</sup> day of August, 2000.

AFFIX NOTARIAL SEAL

[Signature]  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 17, 2004  
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"**

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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