

STATE OF ALABAMA)
SHELBY COUNTY

Loan # 3191244

AMENDMENT TO MORTGAGE

This Amendment to Mortgage entered into this 2nd day of November, 2000, on behalf of Carl Allen Coats and Teresa D. Coats (hereinafter called the "Mortgagor") in favor of National Bank of Commerce of Birmingham (the "Bank").

A. By Real Estate Mortgage dated December 3, 1996 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst. #1997/00250 the Mortgagor, granted a mortgage to the Bank on real property described as:

Lot 2, according to the Resurvey of Valley Brook, Phase II, as recorded in Map Book 12, Page 12, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

to secure indebtedness in the original principal amount of \$35,000.00 (the "Mortgage").

B. The Mortgagor has requested the Bank to extend additional credit to the Mortgagor. The Bank has agreed to extend additional credit to the Mortgagor on the condition, among others, that 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 Carl Allen Coats and Teresa D. Coats (hereinafter called "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 Five Thousand and no/100--- (\$55,000.00) (the "Credit Limit") under a certain open-end line of credit established by the bank for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement", executed by the Borrower in favor of the Bank, dated November 2, 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,

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amounts from the Bank 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 \$55,000.00, 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.


Carl Allen Coats


Teresa D. Coats

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: 
Houston Gillespy
Its: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS
OF \$20,000.00.

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama

JEFFERSON County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Carl Allen Coats and Teresa D. Coats

_____, 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 2nd day of November, 2000

AFFIX NOTARIAL SEAL

Kay H. Lyle
Notary Public
My commission expires: 11-6-00

ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama

JEFFERSON County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Houston Gillespy whose name as Vice President of National Bank of Commerce of Birmingham a national banking association, ~~is~~ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he)(she)(they), as such officer, and with full authority, executed the same voluntarily for and as the act of said ~~corporation~~ banking association.

Given under my hand and official seal this 2nd day of November, 2000

AFFIX NOTARIAL SEAL

Kay H. Lyle
Notary Public
My commission expires: 11-6-00

RETURN TO: National Bank of Commerce of Birmingham, P.O. Box 10686, Birmingham, Alabama 35202
Attention: Loan Department

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