

STATE OF ALABAMA )  
Shelby COUNTY )

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 31st day of January, 2001, on behalf of Lee R. Bullock and Wife, Barbara H. Bullock (hereinafter called the "Mortgagee") and 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 1997/16770 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 \$360,000.00 (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. Lee R. Bullock and Barbara H. Bullock (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 Four Hundred Thousand and no/100----- (\$400,000.00) (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, date January 31, 2001 (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:

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004 CJ1 80.00

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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 \$400,000.00, 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 years first above written.

BY: Lee R. Bullock  
Lee R. Bullock

BY: Barbara H. Bullock  
Barbara H. Bullock

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

BY: Daphne J. Williams  
ITS: V.P.

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL  
INDEBTEDNESS OF \$40,000.00.**

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lee R. Bullock and Sandra H. Bullock whose names are signed to the foregoing instrument, and who are known to me, acknowledged before 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 seal this 31st day of January, 2000.

Holly Rickett  
NOTARY PUBLIC  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 21, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

AFFIX SEAL

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie J. Williams whose name as V.P. 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 as the act of said banking association.

Given under my hand and official seal this 31st day of January, 2000.

Hollie Rickett  
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 21, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

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

EXHIBIT "A"

A part of Parcel 15B-1 of a resurvey of Parcel 15-B of Tract Fifteen Subdivision, as recorded in Map Book 11, page 38, in the North  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of Section 2, Township 21 South, Range 2 West, in the Probate Office of Shelby County, Alabama, described as follows:

Begin at the Northeast corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 2, Township 21 South, Range 2 West, said  $\frac{1}{4}$  -  $\frac{1}{4}$  corner being the Northwest corner of said Parcel 15B-1; thence run South  $52^{\circ}17'$  West a distance of 369.46 feet along a Northwest line of said Parcel 15B-1; thence run South  $25^{\circ}41'$  West along a Northwest line of said Parcel 15B-1 a distance of 381.88 feet; thence run North  $89^{\circ}53'17''$  East for a distance of 572.97 feet; to a point on the Westerly right of way line of Shelby County Road #331; being the Easterly line of said Parcel 15B-1, said point being on a curve to the right (curve having a central angle of  $24^{\circ}11'01''$  and a radius of 232.15 feet); thence turn North  $26^{\circ}27'08''$  East to a tangent of said curve at said point and run along said curve and said road right of way for a distance of 97.99 feet to the end of said curve; thence run North  $50^{\circ}38'09''$  East along said road right of way for a distance of 684.01 feet to the Northeast corner of Parcel 15B-1; thence run North  $85^{\circ}12'06''$  West along the North line of Parcel 15B-1 for a distance of 707.12 feet to the point of beginning; being situated in Shelby County, Alabama.

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