

STATE OF ALABAMA )  
Jefferson COUNTY )

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 23<sup>rd</sup> day of January, 2002, on behalf of Mari Catherine King Sheffield and spouse, David Sheffield (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 Jefferson County, Alabama, at Instrument 2000-31287 the Mortgagor ranted a mortgage to the Lender on real property described as:

Lot 331, according to the Survey of Wyndham, Wynwood Sector, as recorded in Map Book 23, Page 37, in the Probate Office of Shelby County, Alabama.

Mari Catherine King and Mari Catherine King Sheffield and one and the same person.

to secure indebtedness in the original principal amount of \$20,000.00 (the "Mortgage").

B. The Mortgagor has requested the Lender to add spouse to the mortgage and the Lender has agreed to do so, 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. Mari Catherine King (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 Twenty Thousand and no/100----- (\$20,000.00) (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 August 24, 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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09:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MSB 18.00

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 \$20,000.00, 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: Mari Catherine King Sheffield  
Mari Catherine King Sheffield

BY: David Sheffield  
David Sheffield

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

BY: W. H. Ren  
ITS: Vice President

**THIS AMENDMENT IS BEING USED FOR THE PURPOSE OF ADDING  
DAVID SHEFFIELD TO THE MORTGAGE.**

Notary: Timothy S Anderson  
Exp: 6-1-02

STATE OF ALABAMA )  
COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mari Catherine King Sheffield and David 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 31<sup>st</sup> day of January, 2002.

Frances Louise Hayman  
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: 04-21-03

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Lee H. Riey 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, 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 31<sup>st</sup> day of January, 2002.

Hollie L. Rickett  
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 19, 2004  
BONDED HERE NOTARY PUBLIC UNDERWRITING

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

THIS INSTRUMENT PREPARED BY:

Hollie Rickett

National Bank of Commerce of Birmingham

P.O. Box 10686

Birmingham, Alabama 35202-0686

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