

7/17/04 5200 323 7730

STATE OF ALABAMA)
Shelby COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 29th day of March, 2002, on behalf of Martin Glenn Autry, Jr and Wife, Judy Autry (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 1998-08217 the Mortgagor granted a mortgage to the Lender on real property described as:

See Attached Exhibit "A"

Marvin Glenn Autry, Jr and Marvin Glen Autry, Jr are one in the same person.

to secure indebtedness in the original principal amount of \$45,000.00 (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. Martin Glen Autry, Jr and Judy Autry (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 Forty-Five Thousand and no/100----- (\$45,000.00) (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 March 29, 2002 (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.

04/26/2002-19429
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MSB 50.00

Inst # 2002-19429

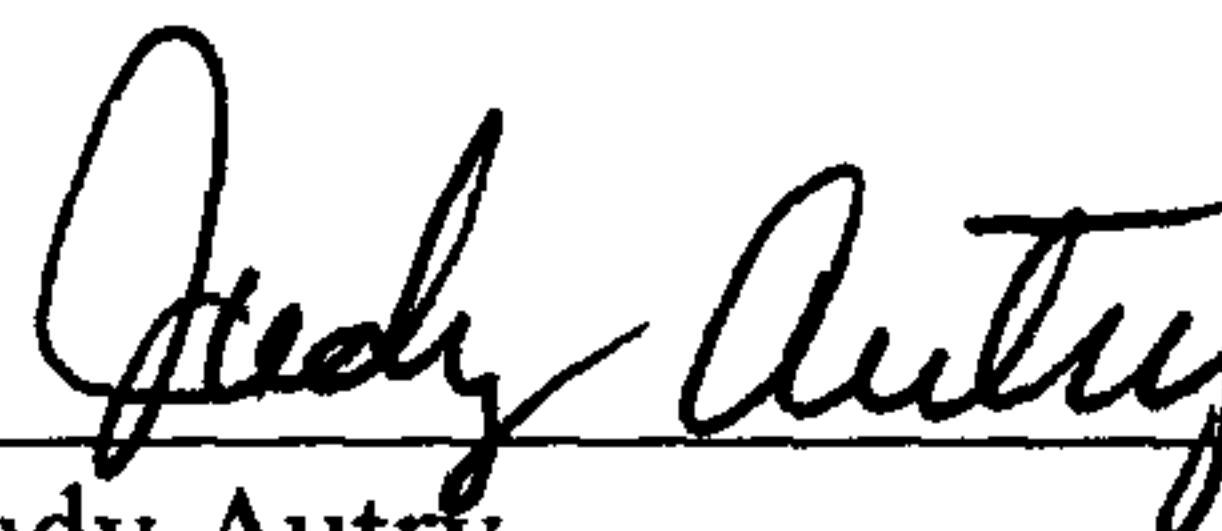
2. Paragraph C. of the Mortgage is hereby modified to read:

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 \$45,000.00, 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: 
Martin Glen Autry, Jr

BY: 
Judy Autry

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

BY: 
ITS: 

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

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Martin Glenn Antry Jr and Judy Antry 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 29 day of March, 2002.


NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept. 29, 2002
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that MARY JO HAND 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 29 day of March, 2002.


NOTARY PUBLIC

AFFIX SEAL

My commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept. 29, 2002
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

THIS INSTRUMENT PREPARED BY:
Hollie Rickett
National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686

A parcel of land in the NW 1/4 of the NE 1/4 of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

From the NW corner of the NW 1/4 of the NE 1/4 of Section 34, Township 19 South, Range 1 West, run East along the North line of said 1/4-1/4 a distance of 276.85 feet; thence left 90 deg. 00 min. a distance of 16.13 feet; thence right 153 deg. 26 min. a distance of 185.69 feet; thence left 65 deg. 55 min. a distance of 321.52 feet to the point of beginning; thence right 97 deg. 30 min. a distance of 80.23 feet; thence right 9 deg. 28 min. a distance of 199.69 feet to a point on the North right of way line of County Road No. 39; thence right 90 deg. 46 min. along the chord of a curve to the left a distance of 80.0 feet; thence right 68 deg. 50 min. a distance of 208.32 feet; thence right 79 deg. 47 min. a distance of 162.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

Inst # 2002-19429

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