

STATE OF ALABAMA                    )  
SHELBY COUNTY                        )

20020829000413980 Pg 1/3 242.00  
Shelby Cnty Judge of Probate, AL  
08/29/2002 11:54:00 FILED/CERTIFIED

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 12th day of August, 2002, on behalf of W. A. McNeely, III and Wife, Peggy McNeely (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, in Instrument No. 1999-17079 the Mortgagor granted a mortgage to the Lender on real property described as:

LOT 2, ACCORDING TO THE MAP OF GOODWIN'S SUBDIVISION, RECORDED IN MAP BOOK 19, PAGE 74, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

W.A. MCNEELY, III AND WILLIAM A. MCNEELY, III ARE ONE IN THE SAME PERSON. PEGGY MCNEELY AND PEGGY M. MCNEELY ARE ONE IN THE SAME PERSON.

to secure indebtedness in the original principal amount of \$150,000.00 (the "Mortgage").

B. The Mortgagor has requested the Lender increase credit, and the Lender has agreed to increase credit, on the condition, among other things, 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. William A. McNeely, III and Peggy M. McNeely (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 Three Hundred Thousand Dollars and no/100----- (\$300,000.00)(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 12, 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.

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 \$300,000.00, 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: William A. McNeely, III  
William A. McNeely, III

BY: Peggy M. McNeely  
Peggy M. McNeely

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

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

**THIS AMENDMENT TO MORTGAGE INCREASES SECURED  
INDEBTEDNESS BY \$ 150,000.00.**

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that W.A. McNeely III + Peggy McNeely 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 12 day of August, 2002.

Catherine C Hall  
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 22, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie Y. 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 12th day of August, 2002.

Phillip S. Kickett  
NOTARY PUBLIC

AFFIX SEAL

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

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

THIS INSTRUMENT PREPARED BY:

Stevie Snider  
National Bank of Commerce of Birmingham  
P.O. Box 10686  
Birmingham, Alabama 35202-0686