

STATE OF ALABAMA)
SHELBY COUNTY)


20030801000497970 Pg 1/4 65.00
Shelby Cnty Judge of Probate, AL
08/01/2003 11:00:00 FILED/CERTIFIED

SECOND AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 11th day of July, 2003, on behalf of John S. Payne and Wife, Linda K. Payne (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 Inst 1997-15542 the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$50,000.00 (the "Loan), and as amended by Amendment to Mortgage dated May 22, 2003 and recorded in Inst 20030620000389300 (the "Amendment to Mortgage"), 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 \$50,000.00 and increased to \$65,000.00 (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. John S. Payne (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 Ninety Five Thousand and no/100-----(\$95,000.00)(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 July 11, 2003 (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 \$95,000.00, 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: John S. Payne
John S. Payne

BY: Linda K. Payne
Linda K. Payne

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

BY: John J. Barrett
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$ 30,000.00.**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John S Payne and Linda K Payne 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 11 day of July, 2003.

Lisa G. Irvine
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 3, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Debra B Parrott 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 11 day of July, 2003.

Lisa G. Irvine
NOTARY PUBLIC

AFFIX SEAL

My commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 3, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Deidre Justice
National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686

EXHIBIT "A"

Begin at the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 24 North, Range 15 East; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 306.01 feet; thence 85°37'53" right run Easterly for 565.15 feet to the 397 contour of Lay Lake at Duck Branch; thence 80°19'07" right run Southerly along said contour for 105.63 feet; thence 10°49' right run along said contour for 94.88 feet; thence 84°24' right run along said contour for 61.10 feet; thence 24°04' right run along said contour for 65.81 feet; thence 0°35' left run along said contour for 111.11 feet; thence 159°43' left run along said contour for 207.53 feet; thence 22°56' left run along said contour for 87.07 feet; thence 35°21' right run 22.82 feet; thence 129°34' right run West for 634.82 feet to the point of beginning.

ALSO, a 30 foot easement for ingress and egress the center of which is described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 24 North, Range 15 East; thence run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ for 306.01 feet; thence 85°37'53" right run Easterly 315.15 feet to the point of beginning of said easement; thence 91°39'09" left run Northerly 227.37 feet; thence 22°09'23" left run 270.0 feet; thence 29°13'13" right run 165.57 feet; thence 37°25'05" right run 178.93 feet; thence 24°22'10" right run 161.66 feet; thence 13°41'35" left run 160.91 feet; thence 6°36'25" right run 115.79 feet; thence 15°02' left run 126.60 feet to the center of an existing easement.

Situated in Shelby County, Alabama.