


STATE OF ALABAMA )  
SHELBY COUNTY )

AFTER RECORDING RETURN TO:

✓ FIRST SECURITY TITLE  
5120 SELKIRK DRIVE STE 11  
BIRMINGHAM, AL 35242

  
20030902000579270 Pg 1/4 21.00  
Shelby Cnty Judge of Probate, AL  
09/02/2003 09:16:00 FILED/CERTIFIED

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 21st day of August, 2003, on behalf of Mary R. Rafferty and Spouse, Theodore Rafferty (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, and recorded in Instrument 2001-05225 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 \$21,000.00 (the "Mortgage").

- B. The Mortgagor has requested the Lender decrease credit and the Lender has agreed to decrease 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 Mary R. Rafferty and Theodore Rafferty (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 Nine Thousand Three Hundred and no/100----- (\$9,300.00) (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 21, 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:

2-2320

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 \$9,300.00, 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: Mary R. Rafferty  
Mary R. Rafferty

BY: Theodore Rafferty  
Theodore Rafferty

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

BY: Debbie Williams  
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE DECREASES INDEBTEDNESS BY  
\$11,700.00.**

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARY R Raftery & Theodore Raftery 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 21 day of August, 2003.

Catherine C Hale  
NOTARY PUBLIC

AFFIX SEAL

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

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

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie Williams 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 21 day of August, 2003.

Catherine C Hale  
NOTARY PUBLIC

AFFIX SEAL

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

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

THIS INSTRUMENT PREPARED BY:

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

# ATLANTIC TITLE INSURANCE COMPANY

File No.: 2-2320

## Exhibit "A" Legal Description

State of Alabama  
Shelby County

**A parcel of land in the SW ¼ of the NW ¼ of Section 20, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of said ¼ ¼ Section; thence run North along the East ¼ ¼ line 822.74 feet to the point of beginning thence continue last course 180.75 feet; thence turn left 90 deg. 00 min. and run West 180.75 feet; thence turn left 90 deg. 00 min. and run South 180.75 feet; thence turn left 90 deg. 00 min. and run East 180.75 feet to the point of beginning; being situated in Shelby County, Alabama.**

**Also, a right of way for ingress, egress and utilities, 25 feet wide, 12.5 feet on each side of the following described center line; Commence at the Southeast corner of the SW ¼ of the NW ¼ of Section 20, Township 21 South, Range 2 West, Shelby County, Alabama; thence run North along the East ¼ ¼ line 1003.49 feet; thence turn left 90 deg. 00 min. and run West 12.5 feet to the point of beginning of said center line; thence turn left 90 deg. 00 min. and run North 310 feet to a point on a paved public road and the end of said center line; being situated in Shelby County, Alabama.**

Property Address:

340 Highway 256 South  
Calera, Alabama 35040