

STATE OF ALABAMA            )  
SHELBY COUNTY                )

## SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage entered into this 14<sup>th</sup> day of August, 2003, on behalf of Vann A. Russell and Spouse, Carla L. Russell (hereinafter called "Mortgagor") in favor of National Bank of Commerce of Birmingham, a national banking association (the "Lender").

- A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Inst # 2001-14912 and corrected in Inst # 2001-26132 dated June 25, 2001 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$37,900.00 00 (the "Loan"), and as amended by Amendment to Mortgage dated January 31, 2002 and recorded in Mortgage Inst # 2002-15378 (the "Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

LOT 6, ACCORDING TO THE AMENDED MAP OF THE COVE AT GREYSTONE, PHASE 1, RECORDED IN MAP BOOK 26, PAGE 39 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

to secure indebtedness in the original principal amount of \$37,900.00 and increased to \$85,000.00 (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. Vann A. Russell and Carla L. Russell hereinafter called the "Borrower", whether one or More) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Sixty-Four Thousand and no/100 -----(\$64,000.00) (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, dated August 14, 2003 (the "Credit Agreement").

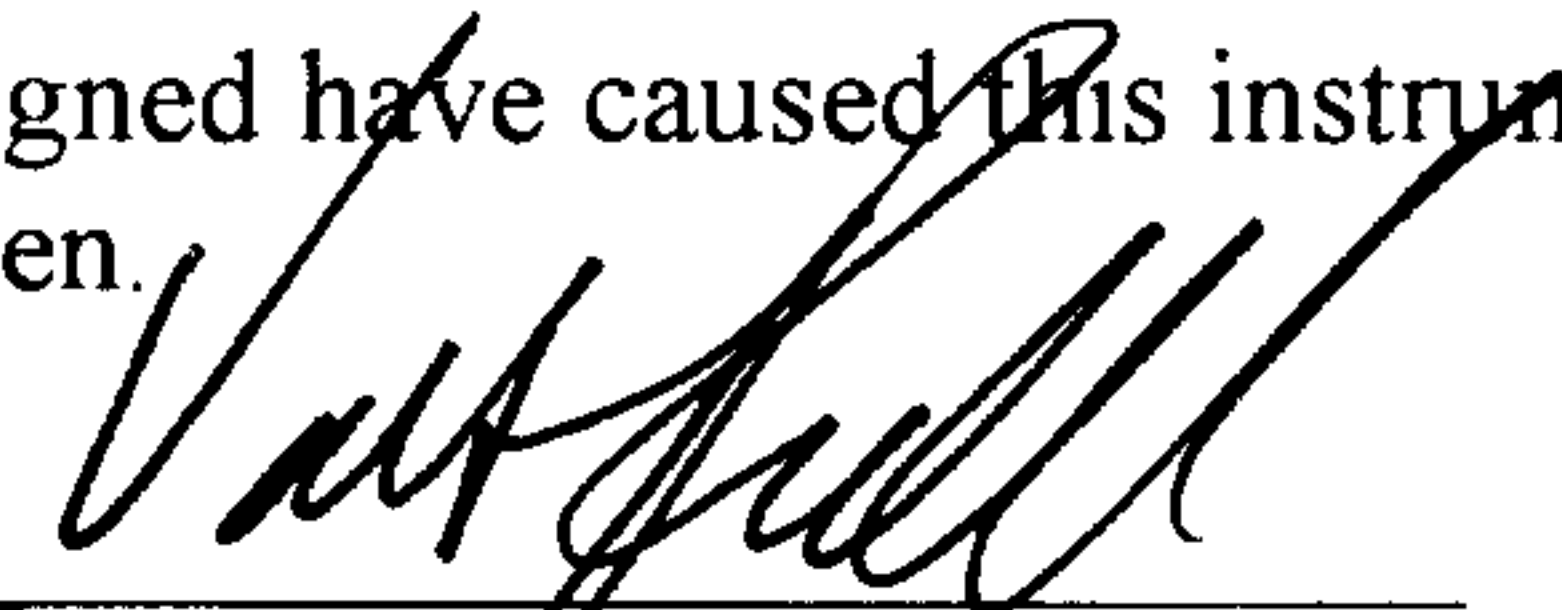
The Credit Agreement provides for an open-end credit plan under which the borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

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

C. Mortgage Tax. This Mortgage secured open end or evolving 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 \$64,000.00 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 increase 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 year first above written.

By:   
Vann A. Russell

By:   
Carla L. Russell

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

By:   
Its: VP

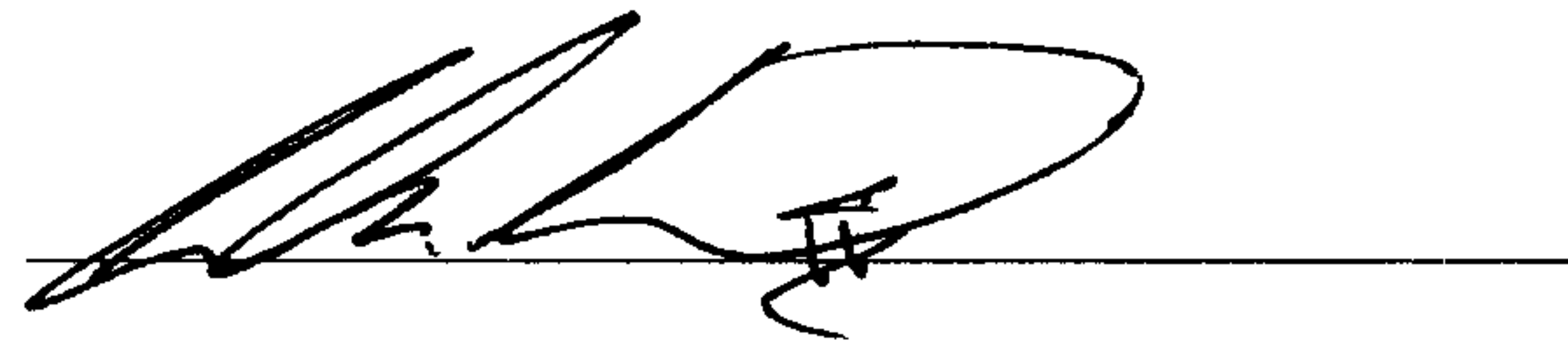
**THIS AMENDMENT TO MORTGAGE DECREASES INDEBTNESS BY  
\$21,000.00.**

STATE OF ALABAMA )  
COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state state, hereby certify that Vann A. Russell and Carla L. Russell, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 14<sup>th</sup> day of August, 2003.

AFFIX SEAL



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 17, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

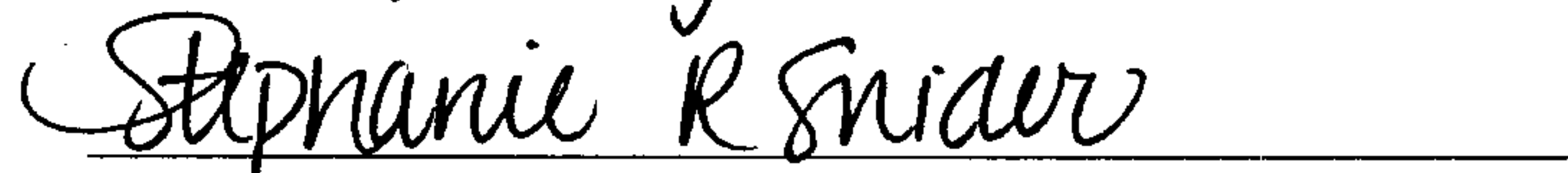
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Carl W Albright III, whose name as VP 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, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 14<sup>th</sup> day of August, 2003.

AFFIX SEAL



My Commission Expires: 9/1/04