



STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO ACCOMMODATION MORTGAGE

This Amendment to Accommodation Mortgage ("the Amendment"), made this the 5th day of December, 2003, between James H. Hild, Jr. and James H. Hild (the "Borrowers"), James H. Hild, Jr. and wife, Jennifer B. Hild (the "Mortgagors") and National Bank of Commerce of Birmingham (the "Bank"), amends and supplements that certain mortgage dated December 2, 2002, recorded December 26, 2002 in Instrument Number 2002/64321 in the Probate Office of Shelby County, Alabama, ("the Security Instrument") covering the real property described as:

Lot 82, according to the Survey of the Final Record Plat of Greystone Farms, Mill Creek Sector, Phase I, as recorded in Map Book 22, Page 25, in the Probate Office of Shelby County, Alabama.

This property is more commonly know as: 6080 Mill Creek Dr., Birmingham, AL 35242. This property does not constitute the homestead of either the borrowers or the mortgagors

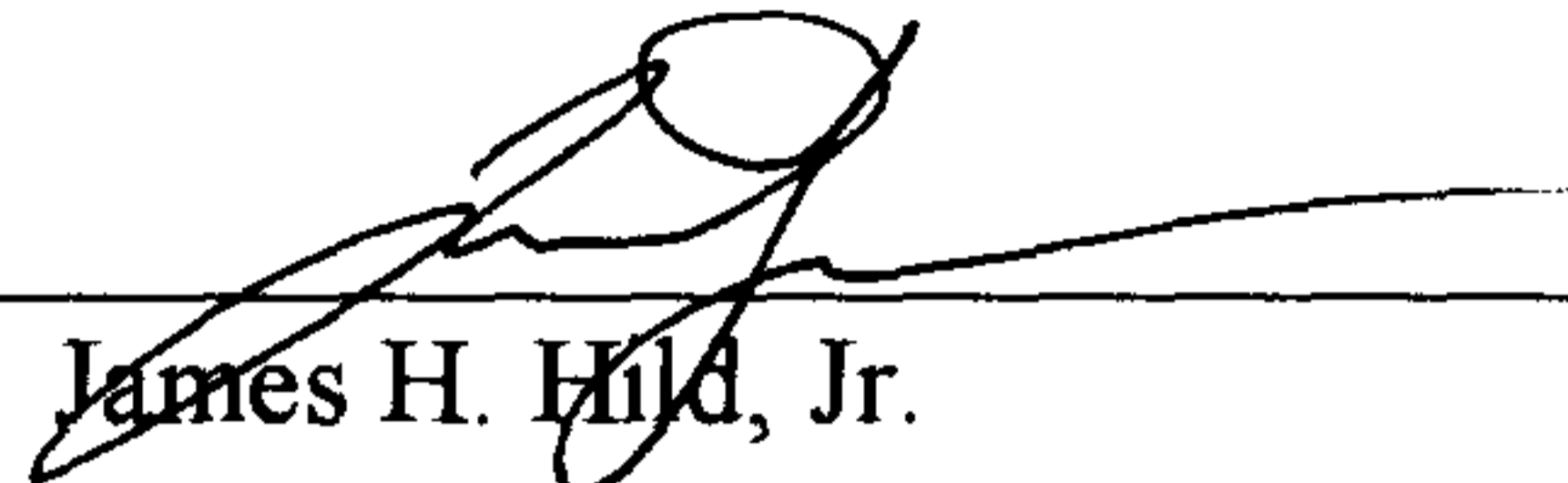
In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

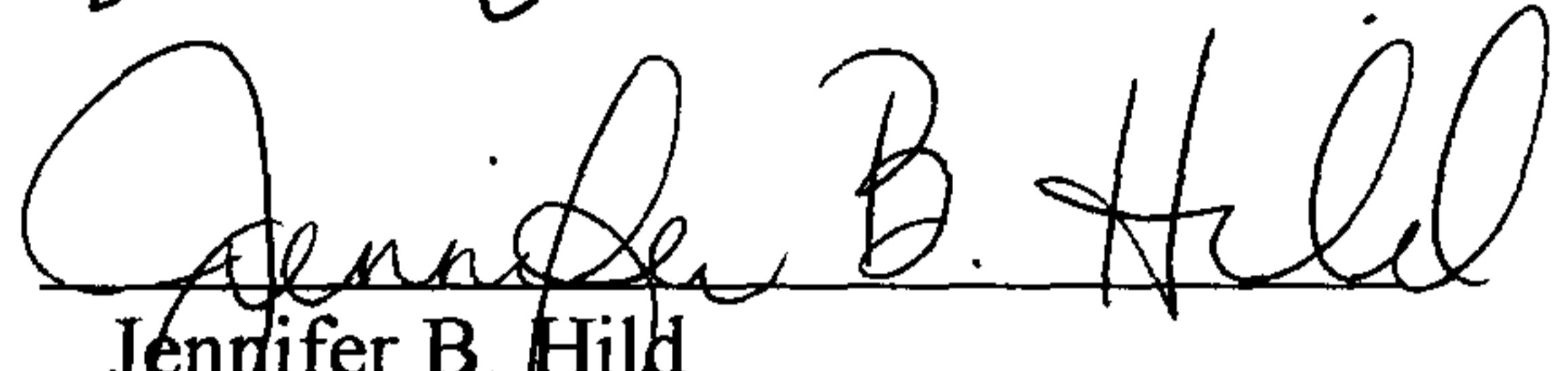
To add James H. Hild as a borrower to the mortgage recorded December 26, 2002 in Instrument Number 2002/64321 in the Probate Office of Shelby County, Alabama, and to that promissory note dated December 5, 2003, in the amount of One Hundred Sixty Two Thousand and no/100 (\$162,000.00).

The borrowers and mortgagors shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

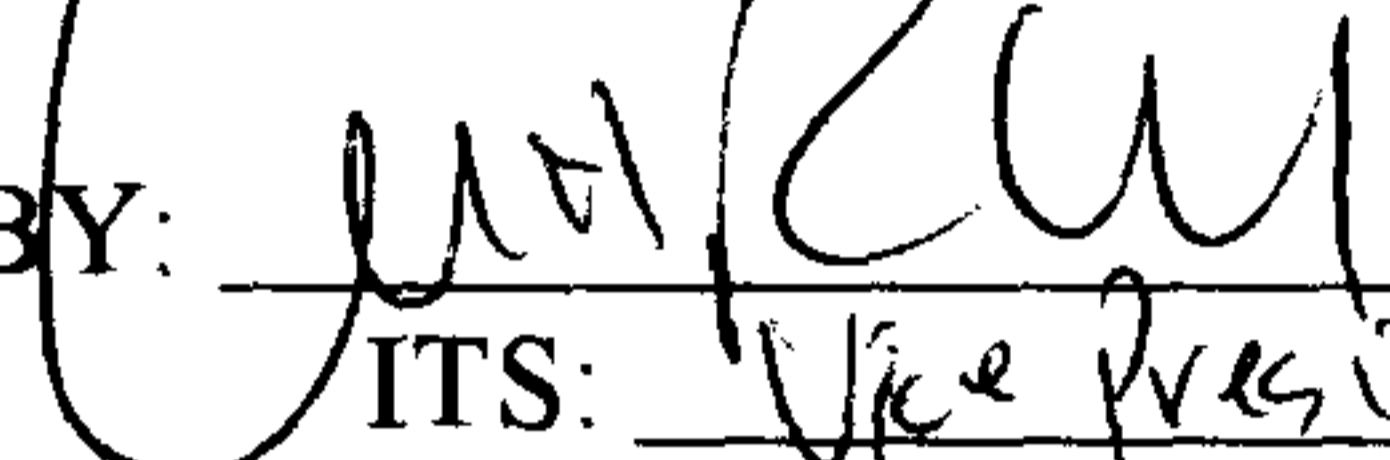
Except as otherwise specifically provided in this Amendment, the Security Instrument shall remain unchanged, and the Borrowers, the Mortgagors, and Lender shall be bound by, and comply with, all of the terms and provisions thereof, as hereby amended. The Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described real property.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.


James H. Hild, Jr.


Jennifer B. Hild

NATIONAL BANK OF
COMMERCE OF BIRMINGHAM

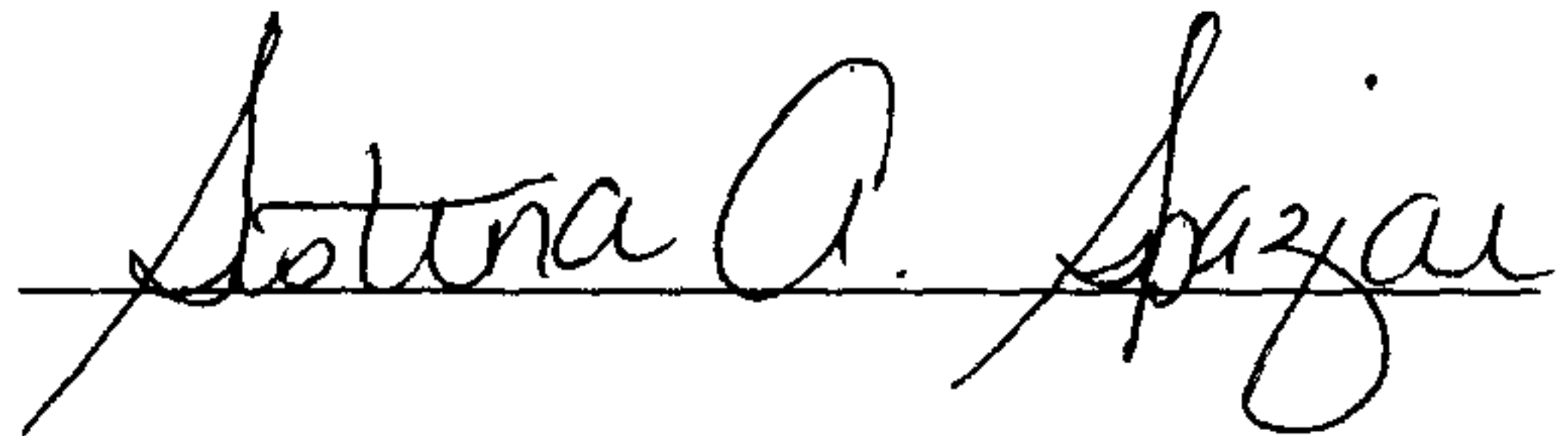
BY: 
ITS: Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that James H. Hild, Jr. + Jennifer B. Hild whose names are signed to the foregoing instrument, and who are 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 of the same bears date.

Given under my hand and official seal of office this 5th day of December, 2003.

AFFIX SEAL



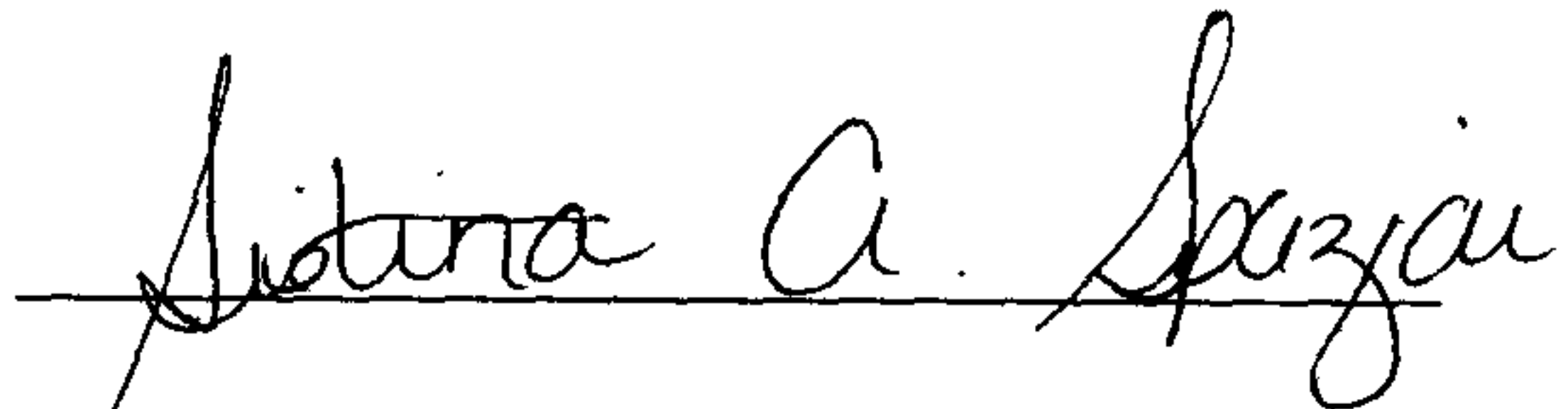
My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 15, 2006
BONDED THROUGH THE STATE OF ALABAMA**

STATE OF ALABAMA)
JEFFERSON COUNTY)

Lee Riley I, the undersigned authority, in and for said county in said state, hereby certify that Mira 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, 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 of office this 5th day of December, 2003.

AFFIX SEAL



My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 15, 2006
BONDED THROUGH THE STATE OF ALABAMA**