

STATE OF ALABAMA)
SHELBY COUNTY)

1102508
20040126000041570 Pg 1/4 29.00
Shelby Cnty Judge of Probate, AL
01/26/2004 11:33:00 FILED/CERTIFIED

FOURTH AMENDMENT TO MORTGAGE

This Fourth Amendment to Mortgage entered into this 7th day of January, 2004, on behalf of Loren A. Stiffler and Spouse, Valarie P. Stiffler (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 Instrument #1998-45477 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$17,950.00 (the "Loan"), and modified by Amendment to Mortgage recorded in Instrument #2000-44361 (the "Amendment to Mortgage"), and further modified by Second Amendment to Mortgage recorded in Instrument #2001-50746 (the "Second Amendment to Mortgage"), and further modified by Third Amendment to Mortgage recorded in Instrument 20021227000648200 (the "Third Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

See Attached Exhibit "A"

This does not constitute as the homestead of the mortgagor.

To secure indebtedness in the original principal amount of \$17,950.00 (the "Mortgage") and further increased to \$26,000.00 (the "Amendment to Mortgage") and further increased to \$38,775.00 (the "Second Amendment") and further increased to \$46,000.00 (the "Third Amendment").

- 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, that the Mortgagor execute and deliver this amendment to Mortgage.

AGREEMENT

1. Paragraph A of the Mortgage is hereby modified to read:

- A. The Secured Line of Credit. Loren A. Stiffler and Valarie P. Stiffler 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 Fifty Two Thousand and no/100 -----(\$52,000.00) (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 January 7, 2004 (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 \$ 52,000.00 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.

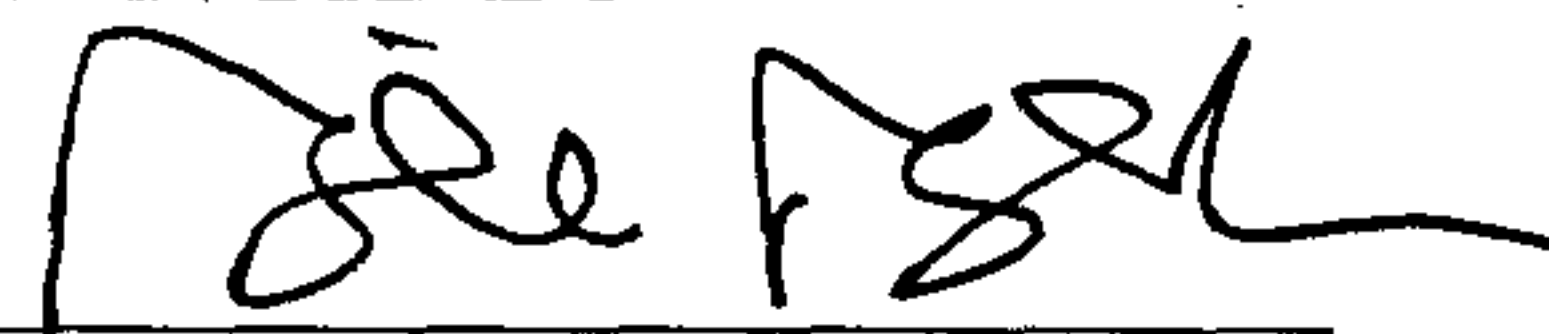
3. Except as modified herein, the Mortgage shall remain in full force and effect.

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

BY: 
Loren A. Stiffler

BY: 
Valarie P. Stiffler

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

BY: 

ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTNESS
OF \$6,000.00.**

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Loren A Shaffer and Valerie P Shaffer, 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 7th day of January, 2004.

AFFIX SEAL

Cynthia B Yell

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 1, 2007
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 Bill Blau, 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 7th day of January, 2004.

AFFIX SEAL

Cynthia B Yell

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 1, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Andreia Griggs

National Bank of Commerce of Birmingham

P.O. Box 10686

Birmingham, AL 35202

EXHIBIT "A"

Lot 51 and a part of Lot 50-A of the Resurvey of Lots 46, 47, 50 and 51 of Portsouth, Second Sector, as recorded in Map Book 6, page 80, in the Probate Office of Shelby County, Alabama, said part of Lot 50-A described as follows:

From the Southwest corner of Lot 50-A, run Northeasterly along the common line between Lots 50-A and 51 a distance of 17.39 feet to the point of beginning; thence continue Northeasterly along last course a distance of 34.68 feet, thence turn right $143^{\circ}42'$ and run Southerly a distance of 22.55 feet, thence turn right $(75^{\circ}10'16")$ and run Southwesterly a distance of 21.35 feet to the point of beginning.