

STATE OF ALABAMA)
SHELBY COUNTY)

1147498
20040405000174090 Pg 1/3 62.00
Shelby Cnty Judge of Probate, AL
04/05/2004 13:43:00 FILED/CERTIFIED

SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage entered into this 24th day of February, 2004, on behalf of Danny Eugene Hearn and spouse, Vivian Joy Hearn (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 1994/28249 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$75,000.00 (the "Loan"), and Amended by Amendment to Mortgage dated July 13, 1999 and recorded in Mortgage Instrument 1999-38443 (the "Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

LOT 12, ACCORDING TO THE SURVEY OF SPRING GARDEN ESTATES, AS RECORDED IN MAP BOOK 4, PAGE 56 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

***Danny Eugene Hearn and Danny E. Hearn are one in the same person.

- 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. Danny Eugene Hearn and Vivian Joy Hearn 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 One Hundred Forty Thousand no/100 -----(\$140,000.00) (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 February 24, 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 \$140,000.00 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: Danny E. Hearn
Danny Eugene Hearn

By: Vivian J. Hearn
Vivian Joy Hearn

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

By: [Signature]
Its: V. A.

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

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Danny E. Hearn & Vivian J. Hearn, 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 24th day of February, 2004.

AFFIX SEAL

Linda G. Court

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Bill Black, whose name as V. P. 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 24th day of February, 2004.

AFFIX SEAL

Linda G. Court

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Andreia Griggs
National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686