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Shelby Cnty Judge of Probate, AL
06/22/2004 12:55:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 20th day of May, 2004, on behalf of Jason R. Wright and Spouse, Christy R. Wright (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, at Instrument 20030327000182380 to secure indebtedness in the original principal amount of $13,200.00 the Mortgagor granted a mortgage to the Lender on real property described as:

See Attached Exhibit "A"
Jason Wright and Jason R. Wright 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. Jason Wright (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 Fifty Three Thousand Two Hundred and no/100--) (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 May 20, 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 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 $53,200.00, 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: Jason Wright
Jason Wright

BY: Christy R. Wright
Christy R. Wright

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM
BY: Debra J. Barrett
ITS: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF $40,000.00

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jason Wright and Christy R Wright 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 20 day of May, 2004.

NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Feb 3, 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 Debra 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, 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 20 day of May, 2004.

NOTARY PUBLIC

AFFIX SEAL

My commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 19, 2004 BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:
Hollie Sadberry
National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-0686

EXHIBIT "A"

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Begin at the SW corner of the NE ¼ of the NE ¼ of Section 33, Township 20 South, Range 3 West; thence in an Easterly direction along the South boundary of said ¼ - ¼ section 55 feet, more or less, to the East Waters edge as it now exists, said waters edge being the point of beginning; thence continuing in an Easterly direction along said South boundary 308 feet, more or less, to intersection with the West right of way boundary of a public road; thence turn an angle of 61 deg. 22 min. to the left in a Northeasterly direction along said West right of way boundary 92.70 feet to the point of beginning of the arc of a curve turning to the left, having a central angle of 2 deg. 28 min., having a radius of 980.89 feet and having a chord of 47.90 feet; thence in a Northeasterly direction along the arc of said curve which is also the West boundary of said right of way 47.92 feet; thence turn an angle of 102 deg. 16 min. to the left from said chord in a Southwesterly direction 302 feet, more or less, to said East boundary of waters edge; thence in a Southwesterly direction along said East boundary of waters edge 115 feet, more or less, to the point of beginning. Also known as Lot 1, according to the survey of Sunnybrook Subdivision, as recorded in Map Book 6 page 51, in the Probate Office of Shelby County, Alabama, and amended in Map Book 6 page 64, in said Probate Office; being situated in Shelby County, Alabama.