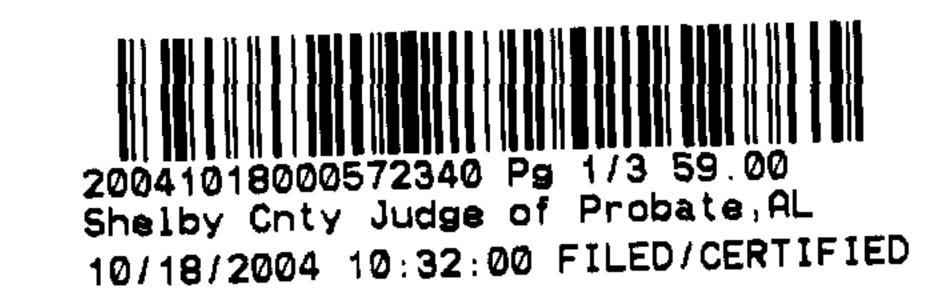
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STATE OF ALABAMA
SHELBY COUNTY

## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this <u>23rd</u> day of <u>September, 2004</u>, on behalf of <u>Anthony L Pugh and Spouse Sandra B Pugh</u> (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 <u>Instrument # 20040715000390330</u> dated <u>June 24, 2004</u> in the original principal amount of \$27,000.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

LOT 42, ACCORDING TO THE SURVEY OF OAK MEADOWS, 2<sup>ND</sup> SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 79, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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. Anthony L. Pugh and Sandra B Pugh (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 Five Thousand Dollars and No/100------ (\$55,000.00) (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, date September 23, 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:
- - 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.

Y: 1 MAY CANADA Anthony L

3Y: WWW.

Sandra B Pugh

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

BY

ITS.

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$28,000.00.

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STATE OF ALABAMA COUNTY	20041018000572340 Pg 3/3 Shelby Cnty Judge of Prob 10/18/2004 10:32:00 FILED
names are signed to the fore acknowledged before on thi	ity, a Notary Public in and for said county in said afterny L. Pugh & Sandra B. Pugh whose going instrument, and who are known to me, is day that, being informed of the contents of said he same voluntarily on the date the same bears date.
Given under my hand an	d official seal this 23 day of September, 2004.
AFFIX SEAL	NOTARY PUBLIC  POTENTIAL PROPERTY PUBLIC UNDERWATERS
My Commission Expires: _	
STATE OF ALABAMA COUNTY	)
National Bank of Commerce who is known to me, acknown the contents of said instrum	whose name as Vice President of ce of Birmingham, a national banking association, and wledged before me on this day that, being informed of ent, as such officer, and with full authority, executed the act of said banking association.
Given under my hand and o	official seal this 23 day of September, 2004.  NOTARY PUBLIC
AFFIX SEAL	DUARY PUBLIC STATE OF ALABAMA AT MAK.
My commission Expires:	COMMISSION EXPERS: Apr 8, 2007  ONDED THRU NOTARY PUBLIC UNDERWRITER:

THIS INSTRUMENT PREPARED BY:

Denise Clements

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