


STATE OF ALABAMA                     )  
SHELBY                                     )

  
20041110000618790 Pg 1/3 30.50  
Shelby Cnty Judge of Probate, AL  
11/10/2004 09:53:00 FILED/CERTIFIED

## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 22<sup>nd</sup> day of September 2004, on behalf of Jonathan D. Spears and Spouse, Sherri L. Spears (hereinafter called the "Mortgagee") and National Bank of Commerce of Birmingham, a national banking association (the "Lender").

## RECITALS

By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst 20040810000447580 to secure indebtedness in the original principal amount of \$35,550.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

LOT 4, ACCORDING TO THE SURVEY OF FIRST ADDITION TO KERRY DOWNS, AS RECORDED IN MAP BOOK 7, PAGE 73, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

- A. 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. Jonathan D. Spears and Sherri L. Spears (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 Forty-Four Thousand Five Hundred Fifty Thousand and no/100-----(\$44,550.00) (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 22, 2004 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and re borrow 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 \$44,550.00, 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: Jonathan D. Spears  
Jonathan D. Spears

BY: Sherri L. Spears  
Sherri L. Spears

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

BY: John L. Barrett  
ITS: Vice President

**THIS AMENDMENT SECURES ADDITIONAL INDEBTEDNESS OF \$9,000.00.**



STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jonathan D Spears and Sherri L Spears 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 22 day of September, 2004.

Lisa P. Irvine  
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 3, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITING

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )  
SHELBY 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 22 day of September, 2004.

Lisa P. Irvine  
NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 3, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITING

My commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

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