


STATE OF ALABAMA                     )  
SHELBY COUNTY                     )

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Shelby Cnty Judge of Probate, AL  
01/05/2005 13:10:00 FILED/CERTIFIED

## AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 20th day of December, 2004, on behalf of Jackie Neal Spinks, Jr., and spouse, Ada Jane Spinks (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 # 20020924000460260 to secure indebtedness in the original principal amount of \$23,400.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

- 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. Jackie Neal Spinks, Jr., and Ada Jane Spinks (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 Seventy Seven Thousand Dollars and no/100----(\$77,000.00) (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 December 20, 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 \$77,000.00, 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 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: \_\_\_\_\_

Jackie Neal Spinks, Jr.

BY: \_\_\_\_\_

Ada Jane Spinks

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**THIS AMENDMENT SECURES ADDITIONAL INDEBTEDNESS OF \$53,600.00.**



STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jackie Neal Spinks Jr. + Ada Jane Spinks 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<sup>th</sup> day of December, 2004.

Linda G. Court  
NOTARY PUBLIC

AFFIX SEAL

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

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 28, 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 Black 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<sup>th</sup> day of December, 2004.

Linda G. Court  
NOTARY PUBLIC

AFFIX SEAL

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:

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

Begin at the SE corner of Section 15, Township 22 South, Range 3 West, Shelby County, Alabama; thence North 03 degrees 58 minutes 14 seconds East along the East line of said Section a distance of 464.95 feet to a point in Spring Creek; thence South 50 degrees 26 minutes 15 seconds West a distance of 46.57 feet to a point in Spring Creek; thence North 53 degrees 16 minutes 15 seconds West a distance of 289.00 feet to a point in Spring Creek; thence South 47 degrees 24 minutes 46 seconds West a distance of 391.16 feet to a point in Spring Creek; thence South 35 degrees 26 minutes 46 seconds West a distance of 126.68 feet to a point in Spring Creek; thence South 32 degrees 01 minutes 32 seconds East a distance of 550.50 feet to the Northerly right of way of Wilderwood Road; thence North 57 degrees 57 minutes 47 seconds East along said right of way a distance of 233.68 feet to a point of curve to the right having a central angle of 42 degrees 22 minutes 16 seconds and a radius of 142.17 feet; thence along the arc of said curve and along said right of way a distance of 105.14 feet; thence North 03 degrees 14 seconds East and leaving said right of way a distance of 84.52 feet to the Point of Beginning. According to the Survey of Rodney Y. Shiflett, Al. Reg., #21784, dated 23, 2002.

Also, included with the above described is a 30 foot wide easement for access and egress described as follows: Being at the SE corner of Section 15, Township 22 South, Range 3 West, and run Southerly along a projection of the East side of the said Section 15 for 114.93 feet to a point on the North side of the 30 foot wide easement, said point being on a tangent curve concave Southerly and having a radius of 112.28 feet; thence turn an angle to the left and run Southeasterly along the North side of the herein described 30 foot wide easement through a central angle of 39 degrees 21 minutes 03 seconds for 77.05 feet (angle to the 75.54 foot chord of 62 degrees 13 minutes 18 seconds to the left); thence turn an angle from the 75.54 foot chord of 19 degrees 40 minutes 35 seconds to the right and run Southeasterly along the Northeast side of the herein described 30 foot wide easement for 498.28 feet to the point on the Northwest right of way of Shelby County Road No. 12. This being Point of Ending of 30-foot wide easement.