


STATE OF ALABAMA)
 SHELBY COUNTY)


 2005010600007930 Pg 1/4 21.00
 Shelby Cnty Judge of Probate, AL
 01/06/2005 12:46:00 FILED/CERTIFIED

SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage entered into this 29th day of November, 2004, on behalf of Still Hunter, Jr., an unmarried man (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 Instrument 20030708000429690, (the "Mortgage"), the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$575,000.00 (the "Loan"), and increased to \$635,000.00 by Amendment to Mortgage dated June 18, 2004, and recorded in Instrument 20040719000399050 (the "Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

See Attached Exhibit "A"

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR.

- B. The Mortgagor has requested the Lender decrease credit, and the Lender has agreed to decrease 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. Still Hunter, Jr. (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 Seventy Nine Thousand Two Hundred Dollars and no/100 -----(\$79,200.00) (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 November 29, 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 \$ 79,200.00 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 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: 

Still Hunter, Jr.

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

By: 

Its: AVP

**THIS AMENDMENT TO MORTGAGE DECREASES INDEBTNESS BY
\$555,800.00.**

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Still Hunter, Jr, 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.

AFFIX SEAL

My Commission Expires: 11-08-06

STATE OF ALABAMA)
COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Gaines Greller, whose name as AVP 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 29 day of November, 2004.

AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 17, 2008
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

EXHIBIT "A"

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Unit No. 6, as shown on the Resurvey of Pumpkin Hollow - A Condominium, as recorded in Map Book 18, page 54 A through F, inclusive, in the Probate Office of Shelby County, Alabama, as established by that certain Declaration of Condominium of Pumpkin Hollow - A condominium, which is recorded in Real Record 324, page 16, as amended by Amended and Restated Declaration of Condominium of Pumpkin Hollow - A Condominium, which is recorded as Instrument #1994-04159, as further amended by Second Amended and Restated Declaration of Condominium, which is recorded as Instrument #1994-10609, together with an undivided 1/42 interest in the common elements of the condominium, as set forth in said Declaration of Condominium of Pumpkin Hollow - A Condominium, which is recorded in Real Record 324, page 16, as amended by Amended and Restated Declaration of Condominium of Pumpkin Hollow - A Condominium, which is recorded as Instrument #1994-04159, as further amended by Second Amended and Restated Declaration of Condominium, which is recorded as Instrument #1994-10609, subject to dilution provisions set forth in Article VI, Item 4, and Article XXI of said amended declaration of condominium. Situated in Shelby County, Alabama.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.