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STATE OF ALABAMA)
SHELBY COUNTY)

1138359 6500



20050222000083960 Pg 1/4 65.00
Shelby Cnty Judge of Probate, AL
02/22/2005 11:35:00 FILED/CERTIFIED

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 14th day of January, 2005, on behalf of Douglas Robert Gans and Spouse, Patricia Ann Gans (hereinafter called the "Mortgagor") 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 # 20031027000 at Page 713800 to secure indebtedness in the original principal amount of \$50,000.00 (the "Mortgage") the Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

****DOUGLAS ROBERT GANS AND DOUGLAS R. GANS ARE ONE AND THE SAME PERSON.**

- 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. Douglas Robert Gans (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 Eighty Thousand Dollars and no/100----(\$80,000.00) (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 January 14, 2005 (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 \$80,000.00, 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: 

Douglas Robert Gans

BY: 

Patricia Ann Gans

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

BY: 

ITS: Asst Vice President

THIS AMENDMENT SECURES ADDITIONAL INDEBTEDNESS OF \$30,000.00.

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas R Gans and Patricia Ann Gans 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 14 day of January, 2005.



NOTARY PUBLIC


AFFIX SEAL

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 21, 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 Phyllis Bolena whose name as Asst. 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 14 day of January, 2005.



NOTARY PUBLIC

AFFIX SEAL

My commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 21, 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

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 15 GO NORTH 01 DEGREES 40 MINUTES 52 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID 1/4-1/4 SECTION FOR 560.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG PREVIOUS COURSE FOR 447.24 FEET; THENCE NORTH 85 DEGREES 09 MINUTES 17 SECONDS EAST FOR 604.21 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF BIG OAK DRIVE; THENCE SOUTH 06 DEGREES 32 MINUTES 15 SECONDS EAST ALONG SAID BOUNDARY FOR 145.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 05 DEGREES 54 MINUTES 28 SECONDS AND A RADIUS OF 388.10 FEET; THENCE ALONG SAID CURVE 40.00 FEET; THENCE SOUTH 62 DEGREES 53 MINUTES 50 SECONDS WEST FOR 688.81 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.