


STATE OF ALABAMA)
SHELBY COUNTY)


20050512000230420 1/3 \$30.75
Shelby Cnty Judge of Probate, AL
05/12/2005 03:35:48PM FILED/CERT

SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage entered into this 12th day of April, 2005, on behalf of Jonathan D. Spears and Spouse, Sherri L. Spears (hereinafter called "Mortgagor") in favor of First American Bank, an Alabama Banking Corporation (the "Lender").

- A. 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"), and as amended by Amendment to Mortgage dated September 22, 2004, and recorded in Inst 20041110000618790 to secure additional indebtedness in the amount of \$44,550.00 (the "Amendment to 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.

- 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. Jonathan D. Spears and Sherri L. Spears (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 Fifty Three Thousand Dollars and no/100----- (\$53,000.00)(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, dated April 12, 2005 (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 \$53,000.00 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 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:


Jonathan D. Spears

By:


Sherri L. Spears

FIRST AMERICAN BANK

By:


Its: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTNESS
OF \$8,450.00.**

STATE OF ALABAMA)
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 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.

Given under my hand and official seal this 12th day of April, 2005.

AFFIX SEAL

Lisa R. Irvine

My Commission Expires:

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

STATE OF ALABAMA)
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 First American Bank, an Alabama Banking Corporation 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 of office this 12th day of April, 2005.

AFFIX SEAL

Lisa R. Irvine

My Commission Expires:

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

THIS INSTRUMENT PREPARED BY:

Candice Edwards

First American Bank

P.O. Box 10686

Birmingham, Alabama 35202-0686