AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made and entered into on February 22, 2001, by and between George Drakos and Robin R. Drakos, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

- A. George Drakos and Robin R. Drakos, a married couple (hereinafter called the "Borrower", whether on or more) has (have) entered into an agreement entitled First Commercial Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated May 6, 1999 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the sum of Thirty Five Thousand and no/100--Dollars (\$ 35,000.00)(the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgagee an Open End Credit, Future Advance Real Estate Mortgage and Security Agreement (the "Mortgage") recorded in Inst # 1999-21344, in the Probate Office of Shelby County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.
- C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Credit Limit to <u>Seventy Five Thousand and no/100------</u>Dollars (\$ 75,000.00) (the "Amended Credit Limit").
- D. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into this Amendment.
- NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:
- 1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of Seventy Five Thousand and no/100------Dollars (\$75,000.00).
- 2. In addition to the other indebtedness described in the Mortgage, the Mortgage shall secure the payment of all advances here of or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding nor exceeding the Amended Credit Limit of Seventy Five Thousand and no/100----Dollars (\$ 75,000.00).

Except as specifically amended herebyothe Mostage shall remain if full force and effect in accordance with its terms.

03/12/2001-08586
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 DLH 74.00

IN WITNESS WHEREOF, the parti- be executed effective this 22 nd day	es have hereunto caused this instrument to of February, 2001.
	Frons (SEAL)
_1	n R. Drakos (SEAL)
	T COMMERCIAL BANK TGAGEE
BY:	Wir Francickelin
ITS:	Chris S. Abele <u>Assistant Vice President</u>
INDIVIDUAL	ACKNOWLEDGEMENT
STATE OF ALABAMA) JEFFERSON COUNTY)	
names are signed to the foregoing acknowledged before me on this d	a Notary Public in and for said County, in corge Drakos and Robin R. Drakos whose amendment, and who are known to me, ay that, being informed of the contents of the same voluntarily on the day the same
Given under my hand and Of	ficial seal this $22^{\mathrm{nd}}_{\wedge}$ day of February, 2001.
(NOTARIAL SEAL)	Atri Nicole Dair
MY COMMISSION EXPINATE OF MY COMMISSION EXPI	ALABAMA ATMOERTY Public RES: Oct 23, 2004 BLIC UNDERWRITERS
CORPORATE A	ACKNOWLEDGEMENT
STATE OF ALABAMA) JEFFERSON COUNTY)	
President of First Commercial Bank amendment, and who is known to that, being informed of the contents	a Notary Public in and for said County, in is S. Abele whose name as Assistant Vice k, a corporation, is signed to the foregoing me, acknowledged before me on this day s of said amendment, (s)he, as such officer same voluntarily for and as the act of said
$/$ \dot{M} .	icial seal this 22 nd day of February, 2001.
(NOTARIAL SEAL) UMU	MINCOCE Dawn
My commission expires: MY COMMISSION	TE OF ALABANOTEIRIGPublic EXPIRES: Oct 23, 2004 RY PUBLIC UNDERWRITERS
This instrument prepared by: Name: Helen Ancic	
First Commercial Bank Address: P. O. Box 11746 Birmingham, Al 35202-174	16
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