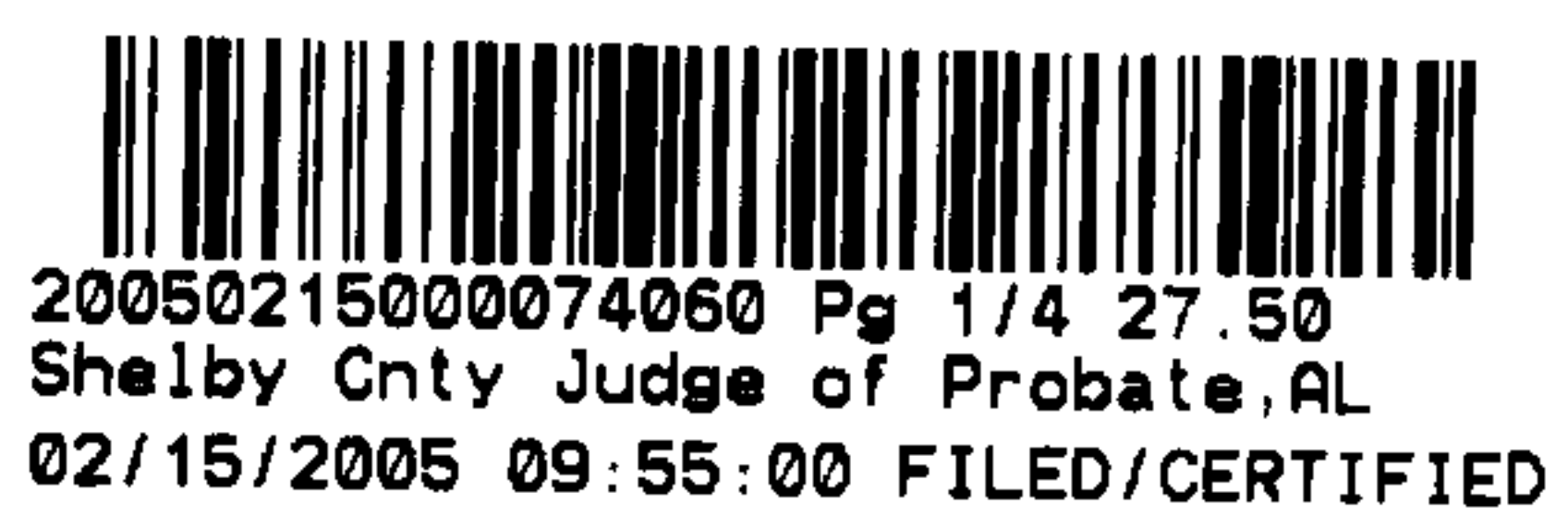


27.50  
1181205



STATE OF ALABAMA       )  
SHELBY COUNTY        )

SECOND AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 22nd day of December, 2004, on behalf of Tina Ciesla and Spouse, Paul M. Ciesla (hereinafter called the Mortgagee”) and National Bank of Commerce of Birmingham, a national banking association (the “Lender”).

RECITALS

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst 2001/12860 the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$35,000.00 (the “Mortgage”), and increased to \$45,000.00 by Amendment to Mortgage dated August 16, 2002 and recorded in Inst 20021105000549360 (the “Amendment to Mortgage”), the Mortgagor, granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT “A”

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. Tina Ciesla and Paul M. Ciesla (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 Fifty Thousand and no/100-- (\$50,000.00) (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 22, 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.

Land Title

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 \$50,000.00, 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: Tina Ciesla  
Tina Ciesla

BY: Paul M Ciesla  
Paul M. Ciesla

NATIONAL BANK OF COMMERCE  
OF BIRMINGHAM

BY: [Signature]  
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL  
INDEBTEDNESS OF \$5,000.00.**

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tina Ciesla and Paul M Ciesla 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 22nd day of Dec, 2004.

  
NOTARY PUBLIC

AFFIX SEAL

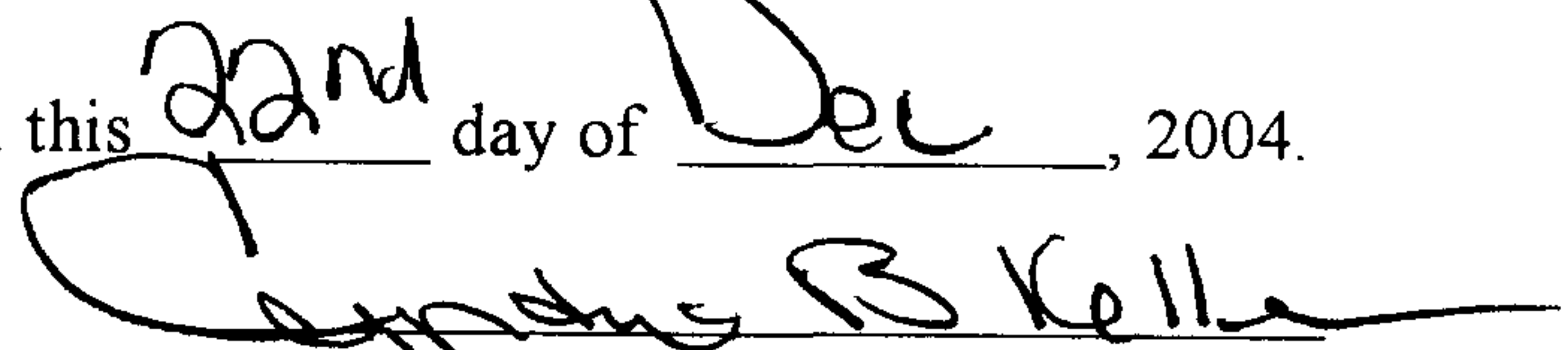
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 1, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
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 22nd day of Dec, 2004.

  
NOTARY PUBLIC

AFFIX SEAL

My commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 1, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Candice Bearden  
National Bank of Commerce of Birmingham  
P.O. Box 10686  
Birmingham, Alabama 35202-0686

EXHIBIT "A"

Unnumbered lot, Prestridge's Addition to Camp Branch as recorded in Map Book 12, page 65 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the S 1/2 of the NE 1/4 of the SE 1/4 of Section 4, Township 21 South, Range 2 West; thence run easterly along the north line thereof for a distance of 761.54' to the point of beginning; thence continue along last described course for a distance of 342.60'; thence turn angle to the right of 97°05'04" for a distance of 131.50'; thence turn an angle to the left of 14°04'49" for a distance of 194.37'; thence turn an angle to the right of 18°28'09" for a distance of 116.38'; thence turn an angle to the left of 3°34'24" for a distance of 125.49'; thence turn an angle to the right of 31°56'25" for a distance of 96.39'; thence turn an angle to the right of 33°38'39" for a distance of 167.32'; thence turn an angle to the left of 32°10'00" for a distance of 90.87'; thence turn an angle to the right of 45°40'44" for a distance of 74.48'; thence turn an angle to the right of 67°24'34" for a distance of 69.49'; thence turn an angle to the left of 41°59'03" for a distance of 218.71'; thence turn an angle to the right of 91°37'20" for a distance of 338.50'; thence turn an angle to the right of 00°04'07" for a distance of 333.01' to the point of beginning.

Situated in Shelby County, Alabama.