200502280000093750 Pg 1/2 52.50 Shelby Cnty Judge of Probate, AL 02/28/2005 14:29:00 FILED/CERTIFIED

AMENDMENT TO MORTGAGE

This Amendment (the "Amendment") is made and entered into on the 23rd day of February, 2005, by and between the undersigned (hereinafter called the "Mortgagor", whether one or more) and First National Bank of Shelby County, a national banking association (hereinafter called the "Mortgagee").

1. Home Equity Line of Credit Agreement and Disclosure Statement

Mortgagor has previously entered into an Agreement entitled "Home Equity Line of Credit Agreement and Disclosure Statement", executed by the Mortgagor in favor of the Mortgagee dated the 7th day of September, 2001 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit available to a maximum principal amount at any one time outstanding not exceeding the sum of \$200,000.00 (the "Credit Limit"). The Mortgagor has requested that the Mortgagee increase the Credit Limit to \$225,000.00 (the "Amended Credit Limit").

2. Mortgage

The Mortgagor has executed in favor of the Mortgagee a Mortgage recorded in Instrument No. 2001-38957 and Amendments in Instrument Numbers 2002081400385360; 20021030000535100 and 20031006000672290 and 20040715000392550 in the Probate Office of Shelby County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgagee to the Mortgagor under the Credit Agreement, or any extension or renewal thereof, up to the Credit Limit. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into an Amendment to Home Equity Line of Credit Agreement and Disclosure Statement and execute this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances to be 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:

A. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of \$225,000.00 (an increase of \$25,000.00).

B. In addition to the other indebtedness described in the Mortgage, the Mortgage shall secure the payment of all advances heretofore or from time to time hereafter made by the Mortgagee to the Mortgagor under the Credit Agreement, as amended, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Amended Credit Limit of \$225,000.00.

C. Other:

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this instrument as of the date first written above.

First National Bank of Shelby County

William R. Justice

as its In House Attorney

Ruby Webster

Graham N. Webster

Ruby Webster as Attorney in Fact for Graham N. Webster

STATE OF ALABAMA)
SHELBY COUNTY	Ś

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Ruby Webster wife of Graham N. Webster**, whose name is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this $\frac{33}{2}$ day of February, 2005.

Notary Public

My commission expires: MY COMMISSION EXPIRES

SEPTEMBER 3, 2006.

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Ruby Webster as Attorney in Fact for Graham N. Webster**, whose name is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this <u>23</u> day of February, 2005.

Notary Public

My commission expires COMMISSION EXPIRES

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William R. Justice, whose name as In House Attorney of First National Bank of Shelby County, a national banking association, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, he, as such attorney 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 the 23 day of February, 2005.

Notary Public W. Agon

My commission expires: <u>12-19-02</u>

This instrument prepared by: First National Bank of Shelby County P.O. Box 977, Columbiana, AL 35051