

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 9th day of August, 2005, on behalf of Robert W. Picou and Spouse, Brenda G. Picou (hereinafter called the "Mortgagee") and First American Bank, an Alabama Banking Corporation (the "Lender").

RECITALS

By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst. #20031027000713820 to secure indebtedness in the original principal amount of \$25,000.00 (the "Mortgage"). The Mortgagor granted a mortgage to the Lender on real property described as:

See Exhibit "A" Attached To and Made Part of said Mortgage.

- 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. Robert W. Picou and Brenda G. Picou (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 Thirty-Five Thousand Dollars and no/100----(\$35,000.00) (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 August 9, 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.

Robert W. Picou

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 \$35,000.00, 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: [Signature]
Robert W. Picou

BY: [Signature]
Brenda G. Picou

FIRST AMERICAN BANK

BY: [Signature]
ITS: Asst Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$10,000.00.**


20051013000533920 2/4 \$35.00
Shelby Cnty Judge of Probate, AL
10/13/2005 12:42:36PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

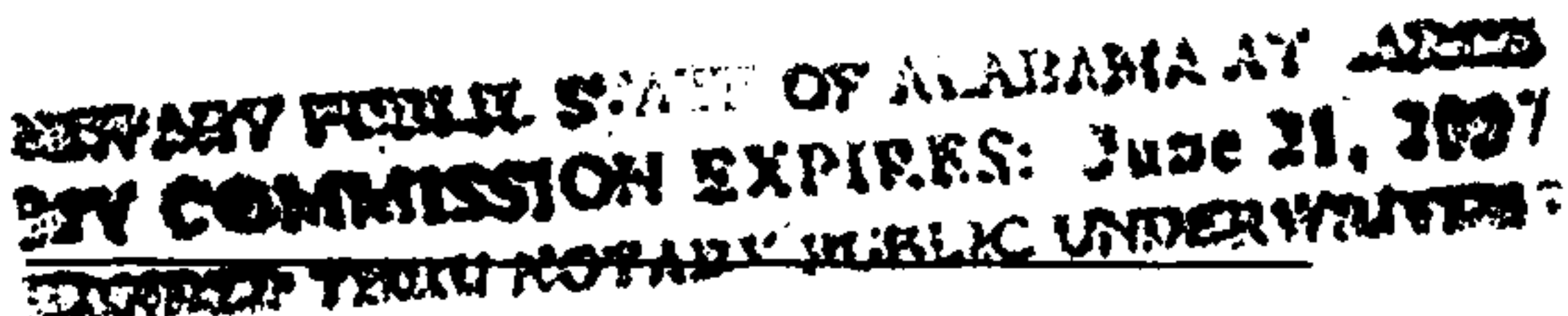
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert W. Picou and Brenda G. Picou whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 9 day of August, 2005.



NOTARY PUBLIC

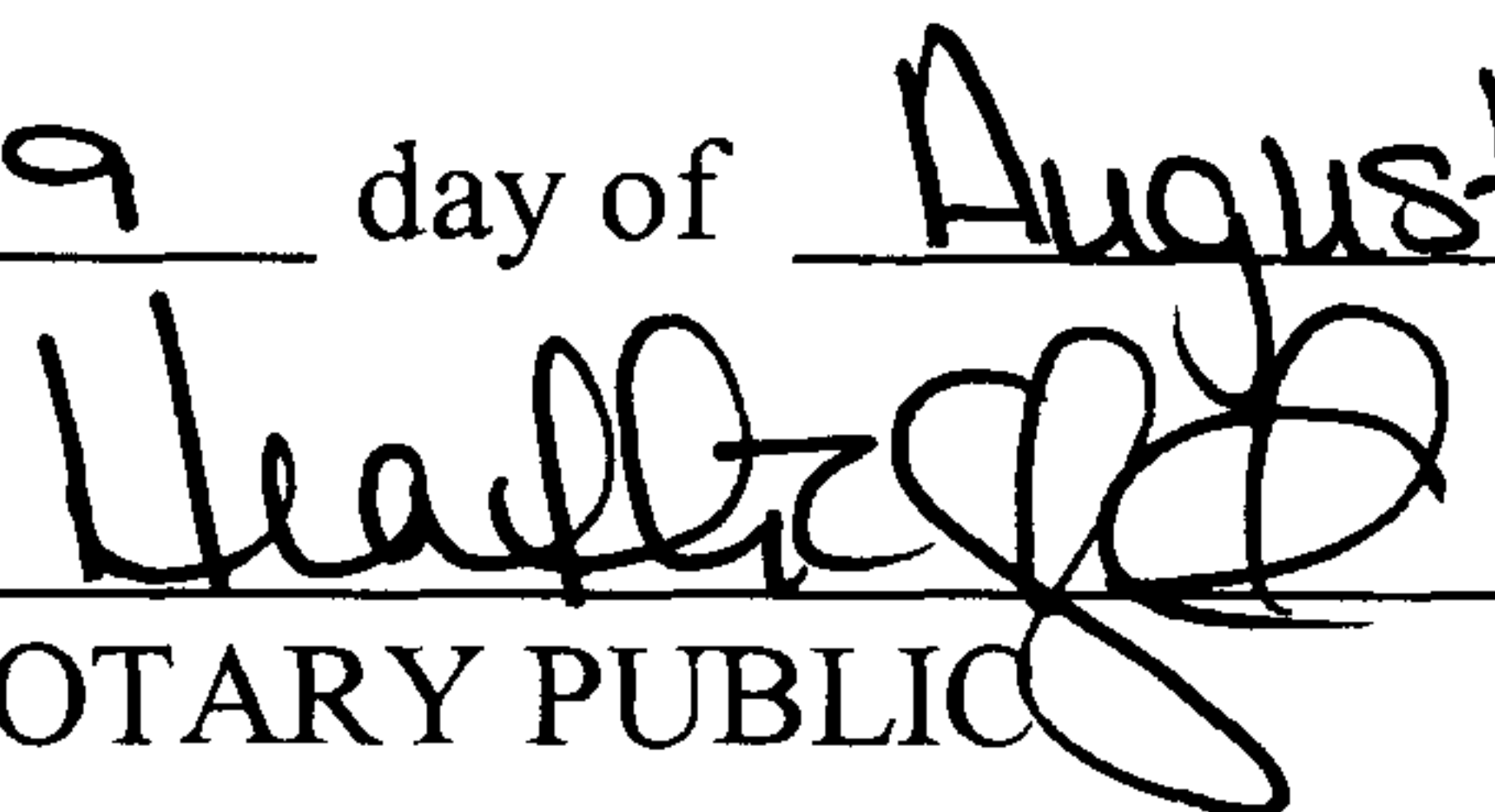
AFFIX SEAL

My Commission Expires: 

STATE OF ALABAMA)
Shelby COUNTY)

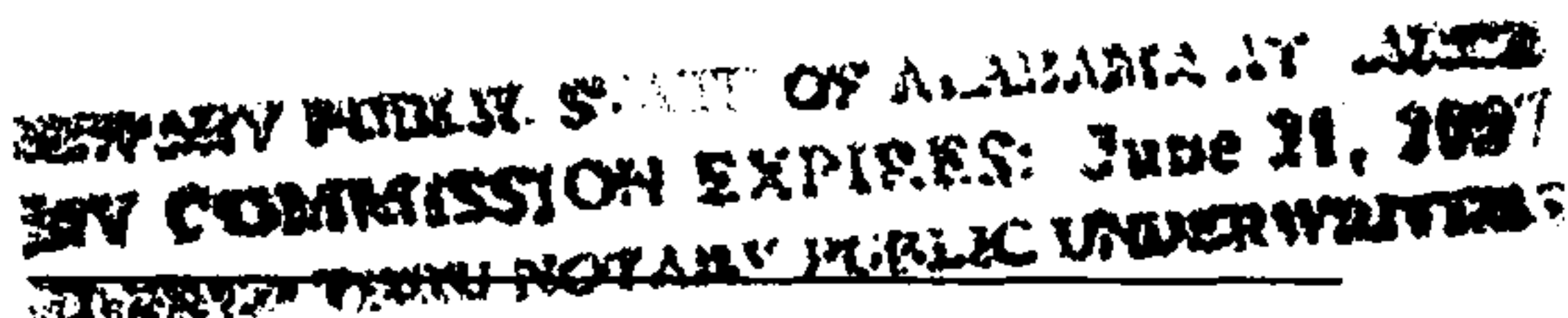
I, the undersigned authority, in and for said county in said state, hereby certify that Phyllis Balena whose name as Asst Vice Pres. of First American Bank, an Alabama Banking Corporation and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 9 day of August, 2005.




NOTARY PUBLIC


AFFIX SEAL

My commission Expires: 

THIS INSTRUMENT PREPARED BY:
Miranda L. Smith
First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686


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BOOK 16, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE SOUTHWEST 125 FEET OF LOT 1, ACCORDING TO THE SURVEY OF BRASHIER ESTATES, AS RECORDED IN MAP BOOK 17, PAGE 40, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID LOT 2, BEING THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 2 WEST, RUN NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 FOR 221.86 FEET TO THE NORTHEAST CORNER OF LOT 2, THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG THE SAME COURSE FOR 125.44 FEET; THENCE RUN WESTERLY DEFLECTING 85° 13' LEFT FOR 775.59 FEET TO THE WEST LINE OF SAID LOT 1, BEING THE EAST RIGHT OF WAY LINE OF MERRY FOX FARMS ROAD; THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE DEFLECTING 96° 59' LEFT FOR 125.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN EASTERLY ALONG THE NORTH LINE OF LOT 2 DEFLECTING 83° 01' LEFT FOR 770.74 FEET TO THE POINT OF BEGINNING.


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