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

This Amendment (the "Amendment") is made and entered into on <u>August 25, 2006</u>, by and between <u>Roger M. Self and Nancy W. Self, a married couple</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

20060918000462910 1/3 \$41.75 Shelby Cnty Judge of Probate, AL 09/18/2006 03:49:12PM FILED/CERT

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RECITALS

A. Roger M. Self and Nancy W. Self

(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 July 30, 2004 (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 One hundred fifty thousand and no/100--Dollars (\$ 150,000.00)(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 # 20040820000466590, 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>One hundred sixty six thousand five hundred and no/100--</u>Dollars (\$ 166,500.00) (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 One hundred sixty six thousand five hundred and no/100-----Dollars (\$ 166,500.00).
- 2. 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 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 One hundred sixty six thousand five hundred and no/100--Dollars (\$ 166,500.00).

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 25th day of August, 2006. (SEAL) SEAL Nancy W. Self FIRST COMMERCIAL BANK 20060918000462910 2/3 \$41.75 MORTGAGEE Shelby Cnty Judge of Probate, AL 09/18/2006 03:49:12PM FILED/CERT BY: Branch Manager INDIVIDUAL ACKNOWLEDGEMENT STATE OF ALABAMA JEFFERSON COUNTY) I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Roger M. Self and Nancy W. Self whose names are signed to the foregoing amendment, and who are known to me, acknowledged before me on this day that, being informed of the contents of said amendment, have executed the same voluntarily on the day the same bears date. Given under my hand and Official seal this 25th day of August, 2006. (NOTARIAL SEAL) My commission expires: My COMMISSION EXPIRES: Apr 27, 2005 Public CORPORATE ACKNOWLEDGEMENT STATE OF ALABAMA JEFFERSON COUNTY I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CheQuil C. Allen whose name as Branch Manager of First Commercial Bank, a corporation, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and Official seal this 25th day of August, 2006. (NOTARIAL SEAL) NOTARY PUBLIC STATE OF ALABAMA AT LANGE

My commission expires: MY COMMISSION EXPIRES: Apr 27, 2009

This instrument prepared by:

Helen Ancic

Address: P. O. Box 11746

First Commercial Bank

Birmingham, Al 35202-1746

Name:

BONDED TERU NOTARY PUELIC UNDERWRITERS

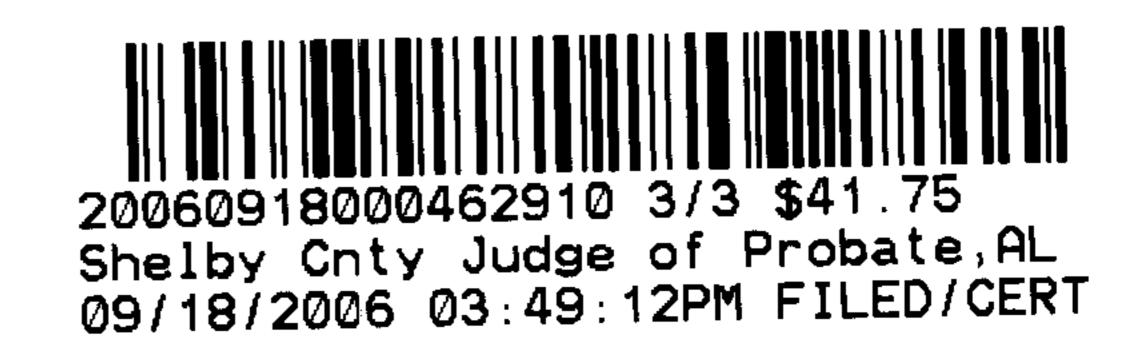


EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 03-9-30-0-004-012-000A PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER LOT: 2413 IN BROOK HIGHLAND 24TH SECTOR AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 28-17 OF SHELBY COUNTY RECORDS.

03-9-30-0-004-012-000

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FIRST AMERICAN LENDERS ADVANTAGE

MORTGAGE

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

LENDERS ADVANTAGE

1100 SUPERIOR AVENUE, SUITE 200

CLEVELAND, OHIO 44114

ATTN: FT1120