

1999 33374

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

This Amendment (the "Amendment") is made and entered into on July 14, 1999, by and between Rebecca Rice Romano and Ted Romano, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

**RECITALS**

A. Rebecca Rice Romano and Ted Romano, a married couple (hereinafter called the "Borrower", whether one 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 October 19, 1994 (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 \*\*\*Twenty Three Thousand and no/100\*\*\* Dollars (\$ 23,000.00) (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 1994-32497, 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 \*\*Forty Four Thousand Five Hundred and no/100\*\*\* Dollars (\$ 44,500.00) (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 \*\*Forty Four Thousand Five Hundred and no/100\*\*\* Dollars (\$ 44,500.00).  
\*\*\*\*\*

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 not exceeding the Amended Credit Limit of \*\*Forty Four Thousand Five Hundred and no/100\*\*\* Dollars (\$ 44,500.00).

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

08/09/1999-33374  
11:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
JOS. HHS 45.75

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 14th day of July, 1999.

Rebecca Rice Romano (SEAL)  
~~Rebecca Rice Romano~~ (SEAL)  
 Ted Romano (SEAL)  
 \_\_\_\_\_ (SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

**BY:**

~~John Mark Bentley~~ Forest Whatley

**ITS:**

~~Assistant Vice President~~ First VP

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Rebecca Rice Romano and Ted Romano, a married couple, 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 14th day of July, 1999.

(NOTARIAL SEAL)

Mark T. Hoyer  
Notary Public

My commission expires:

# CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Mark Bentley, whose name as Assistant Vice President 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 14th day of July, 1999.

(NOTARIAL SEAL)

Mark R. Hoge  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES! SEPT. 28, 2001  
PURCHASED THROUGH NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: First Commercial Bank  
Address: P. O. Box 11746  
Birmingham, AL 35202

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Forest Whatley, whose name as First Vice President 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 14th day of July, 1999.

(NOTARIAL SEAL)

My commission expires: \_\_\_\_\_

Glenn C. Cox  
Notary Public NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES DEC. 1, 2001  
DONOR PHOTOGRAPH REQUIRED

Inst. # 1999-33374

08/09/1999-33374  
11:22 AM CERTIFIED  
SHELBY COUNTY CLERK OF PROBATE  
JES. HWS 49.75