

## AMENDMENT TO MORTGAGE

This Amendment (the "Amendment") is made and entered into on the 7th day of October, 2002, 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 24th day of August, 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 \$40,000.00 (the "Credit Limit"). The Mortgagor has requested that the Mortgagee increase the Credit Limit to \$95,000.00 an increase of \$55,000.00 (the "Amended Credit Limit").

#### 2. Mortgage

The Mortgagor has executed in favor of the Mortgagee a Mortgage recorded in Instrument No. 2001-37288 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 \$95,000.00.
- 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 \$95,000.00.

# 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

Rose Marie Reinhardt

William R. Justice

as its In House Attorney

STATE OF ALABAMA	)
SHELBY COUNTY	)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Rose**Marie Reinhardt (being one and the same as Rose Marie Sanders Thompson), whose name(s) is/are signed to
the foregoing amendment, and who is/are known to me, acknowledged before me on this day that, being informed of
the contents of said amendment, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this <u>M</u> day of October, 2002.

Notary Public

My 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 2 day of October, 2002.

Notary Public

My commission expires: 12-19-03

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

HOME EQUITY MORTGAGE AMENDMENT 1/00

#### **EXHIBIT A**

A parcel of land located in the SW 1/4 of the SE 1/4 of Section 1, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the Northwest corner of Said 1/4-1/4 Section; thence run South along the West line of said 1/4-1/4 Section a distance of 115.00 feet to the point of beginning; thence continue last course a distance of 262.95 feet; thence turn left 122 degrees 00 minutes 00 seconds a distance of 177.22 feet; thence turn left 73 degrees 00 minutes 00 seconds a distance of 175.00 feet; thence turn left 75 degrees 00 minutes 00 seconds a distance of 105.00 feet to the point of beginning.

ALSO, a 25-foot easement along the existing drive, between the above described parcel and Shelby County Highway No. 61, for the purpose of ingress, egress, and utilities, 10-feet to the West and 15-feet to the East of the following described reference line: Commence at the Southwest corner of the above described parcel; thence run Northeasterly along the South line of said parcel a distance of 31.14 feet to the point of beginning of said reference line; thence turn right 112 degrees 47 minutes 11 seconds a distance of 72.05 feet; thence turn left 15 degrees 05 minutes 18 seconds a distance of 71.75 feet; thence turn left 07 degrees 36 minutes 11 seconds a distance of 349.43 feet; thence turn left 13 degrees 27 minutes 15 seconds a distance of 177.09 feet to the Northwesterly right of way of Shelby County Highway No. 61

ALSO, a tract of land situated in the SW 1/4 of the SE 1/4 of Section 1, Township 21 South, Range 1 East, Shelby County, Alabama, and more particularly described as follows; Begin at the Northwest corner of said 1/4-1/4 Section; thence in a Southerly direction along the West line of said 1/4-1/4 Section a distance of 115.00 feet to a point; thence left 90 degrees 00 minutes 00 seconds in an Easterly direction a distance of 105.00 feet; thence left 105 degrees 00 minutes 00 seconds in a Northerly direction a distance of 119.42 feet to a point; thence left 75 degrees 16 minutes 18 seconds in a Westerly direction a distance of 74.09 feet to the point of beginning. Situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

Rose Marie Reinhardt

LEGAL DESCRIPTION 1/00