

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

6480657

This Amendment (the "Amendment") is made and entered into on NOVEMBER 15, 2004, by and between MICHAEL K. LEWIS AND RENA C. LEWIS, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").


**RECITALS**

A. MICHAEL K. LEWIS AND RENA C. LEWIS (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 APRIL 12, 2002 (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 FIFTEEN THOUSAND DOLLARS AND ZERO CENTS-----Dollars 15,000.00(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 # 20020529000251650, 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.

B. The Borrower and the Mortgagor have requested that the Mortgagee increase the Credit Limit to NINETY NINE THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 99,000.00

C. ) (the "Amended Credit Limit").

  
20041208000671690 Pg 1/3 143.00  
Shelby Cnty Judge of Probate, AL  
12/08/2004 12:26:00 FILED/CERTIFIED

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 NINETY NINE THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 99,000.00).

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 NINETY NINE THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 99,000.00).

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 15<sup>TH</sup> day of NOVEMBER, 2004.



Michael K. Lewis (SEAL)  
MICHAEL K. LEWIS

Rena C. Lewis (SEAL)  
RENA C. LEWIS

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: Christopher J. Robbins  
CHRISTOPHER J. ROBBINS

ITS: VICE PRESIDENT  
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 MICHAEL K. LEWIS AND RENA C. LEWIS, 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 15<sup>TH</sup> day of NOVEMBER, 2004.

(NOTARIAL SEAL)

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

Yolanda I. Hu  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 10, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 CHRISTOPHER J. ROBBINS whose name as 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 15<sup>TH</sup> day of NOVEMBER, 2004.

(NOTARIAL SEAL)

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

Yolanda I. Hu  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 10, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: PEARLIE N. JACKSON  
First Commercial Bank

Address: P. O. Box 11746  
Birmingham, Al 35202-1746

## EXHIBIT "A"

### LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 2321 TWELVE OAKS DR; HOOVER, AL 35244 CURRENTLY OWNED BY MICHAEL K LEWIS AND RENA C LEWIS HAVING A TAX IDENTIFICATION NUMBER OF 11-7-26-0-001-055-128 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 0000288411 AND FURTHER DESCRIBED AS RIVERCHASE COUNTRY CLUB 36TH ADDITION MB: 21 PG: 037.

11-7-26-0-001-055-128  
2321 TWELVE OAKS DR; HOOVER, AL 35244  
PB-0700 CJR  
15404920/f

The use of this Legal Description is limited by the terms and conditions of the FACT Title Report, the FACT Service Level Agreement, and the FACT Master Loan Policy.

When recorded mail to:  
**FIRST AMERICAN ELS, INC.**  
**1228 EUCLID AVENUE, SUITE 400**  
**CLEVELAND, OHIO 44115**  
**ATTN: FACT DEPARTMENT**