


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

This Amendment (the "Amendment") is made and entered into on May 9, 2005, by and between Jack Meacham and Bonnie Renee Meacham, Husband and Wife (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

7304581

  
20050531000261630 1/3 \$65.00  
Shelby Cnty Judge of Probate, AL  
05/31/2005 01:27:56PM FILED/CERT

**RECITALS**

A. Jack Meacham and Bonnie Renee Meacham (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 March 30, 2000 (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 Eighteen Thousand and Zero 00/100-Dollars (\$ 18,000.00) (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 # 2000/15663, 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 Fifty Thousand and Zero 00/100--Dollars (\$ 50,000.00) (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 Fifty Thousand and Zero 00/100----Dollars (\$ 50,000.00).

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 Fifty Thousand and Zero 00/100--Dollars (\$ 50,000.00).

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 9th day of May, 2005.

Jack Meacham, Jr. (SEAL)  
Jack Meacham  
Bonnie Renee Meacham (SEAL)  
Bonnie Renee Meacham


FIRST COMMERCIAL BANK  
MORTGAGEE

BY: Tammy Wales

ITS: VP Branch

Manager

INDIVIDUAL ACKNOWLEDGEMENT

  
20050531000261630 2/3 \$65.00  
Shelby Cnty Judge of Probate, AL  
05/31/2005 01:27:56PM FILED/CERT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack Meacham and Bonnie Renee Meacham 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 9th day of May, 2005.

(NOTARIAL SEAL)

Vanessa Dwyer Dodd  
Notary Public

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

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 26, 2008 (5/26/08)  
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 Tammy Wales whose name as VP 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 9th day of May, 2005.

(NOTARIAL SEAL)

Vanessa Dwyer Dodd  
Notary Public

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

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 26, 2008 (5/26/08)  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: Diane Delia, Agent  
First Commercial Bank  
Address: P. O. Box 11746  
Birmingham, Al 35202-1746

When recorded mail to:  
FIRST AMERICAN TITLE INSURANCE  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: FT1120



20050531000261630 3/3 \$65.00  
Shelby Cnty Judge of Probate, AL  
05/31/2005 01:27:56PM FILED/CERT

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:  
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER  
OF THE NORTHWEST QUARTER OF SECTION 12 TOWNSHIP 18 SOUTH 1  
EAST SHELBY COUNTY, ALABAMA: THENCE SOUTH 3 DEGREES 04  
MINUTES 30 SECONDS EAST ALONG THE EAST BOUNDARY LINE OF SAID  
QUARTER-QUARTER SECTION FOR A DISTANCE OF 1326.46 FEET TO THE  
WEST RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NUMBER 50 FOR  
THE POINT OF BEGINNING: THENCE SOUTH 86 DEGREES 24 MINUTES 39  
SECONDS WEST ALONG THE SOUTH BOUNDARY LINE OF SAID  
QUARTER-QUARTER SECTION FOR A DISTANCE OF 588.93 FEET: THENCE  
NORTH 10 DEGREES 12 MINUTE 03 SECONDS WEST A DISTANCE OF  
213.06 FEET: THENCE NORTH 89 DEGREES 24 MINUTES 17 SECOND  
EAST A DISTANCE OF 202.32 FEET THENCE SOUTH 14 DEGREE 42  
MINUTES 34 SECONDS EAST A DISTANCE OF 184.92 FEET THENCE  
NORTH 86 DEGREES 21 MINUTES 20 SECONDS EAST A DISTANCE OF  
375.03 FEET TO THE WEST RIGHT OF WAY LINE OF SHELBY COUNTY  
ROAD NUMBER 50: THENCE SOUTH 5 DEGREES 33 MINUTES 35 SECONDS  
EAST ALONG SAID ROAD RIGHT OF WAY LINE FOR A DISTANCE OF  
20.00 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT  
CONTAINING 1.16 ACRES, MORE OR LESS.

Permanent Parcel Number: 04-1-12-0-001-031.002  
JACK MEACHAM AND BONNIE RENEE MEACHAM

2144 HIGHWAY 50, VANDIVER AL 35176  
Loan Reference Number : 1365-CLU-0006-THW  
First American Order No: 7304581  
Identifier: f/ELS