20050609000280640 1/3 $167.00
Shelby Cnty Judge of Probate,AL
06/09/2005 08:40:41AM FILED/CERT

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

L90/491

This Amendment (the "Amendment") is made and entered into on February 22, 2005, by and between Jean W. Baker and Arve B. Baker, Jr, A Married Couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Jean W. Baker and Arve B. Baker, Jr (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 December 2, 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 Thousand and Zero 00/100-Dollars ($ 100,000.00)(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 # 20041214000682510, 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 Two Hundred Thousand and Zero 00/100--Dollars ($ 200,000.00) (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 Two Hundred Thousand and Zero 00/100-----Dollars ($ 200,000.00).

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 Two Hundred Thousand and Zero 00/100--Dollars ($ 200,000.00).

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

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IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 22nd day of February, 2005.

_____(SEAL)
Jean W. Baker

_____(SEAL)
Arve B. Baker, Jr

FIRST COMMERCIAL BANK
MORTGAGEE

BY: _____
Tammy H. Wales

ITS: VP

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 Jean W. Baker and Arve B. Baker, Jr 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 22nd day of February, 2005.

(NOTARIAL SEAL) _____
Notary Public

My commission expires: _____

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 H. Wales whose name as VP 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 22nd day of February, 2005.

(NOTARIAL SEAL) _____
Notary Public

My commission expires: _____

This instrument prepared by:
Name:
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746

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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND THE STATE OF ALABAMA:

ESTATES NUMBER 3 AND ESTATE NUMBER 3A, ACCORDING TO THE MAP AND SURVEY OF WINDWOOD CIRCLE RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 154, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 10-5-15-0-003-010.000
ARVE B. BAKER AND JEAN W. BAKER

4910 WINDWOOD CIRCLE, BIRMINGHAM AL 35242
Loan Reference Number : 6454B-CLU-0006-THW
First American Order No: 6901491
Identifier: f/L/ELS