

20050630000325860 1/4 \$65.00  
Shelby Cnty Judge of Probate, AL  
06/30/2005 09:48:51AM FILED/CERT

STATE OF ALABAMA                    )  
SHELBY COUNTY                    )

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 6th day of June, 2005, on behalf of David P. Levey and Spouse, Holly R. Levey (hereinafter called the "Mortgagee") and First American Bank, an Alabama Banking Corporation (the "Lender").

### RECITALS

By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Inst #20040319000140850 to secure indebtedness in the original principal amount of \$35,000.00 (the "Mortgage"). The Mortgagor granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

- A. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. David P. Levey and Holly R. Levey whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Sixty Five Thousand Dollars and no/100----(\$65,000.00) (the "Credit Limit") under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, date June 6, 2005 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with



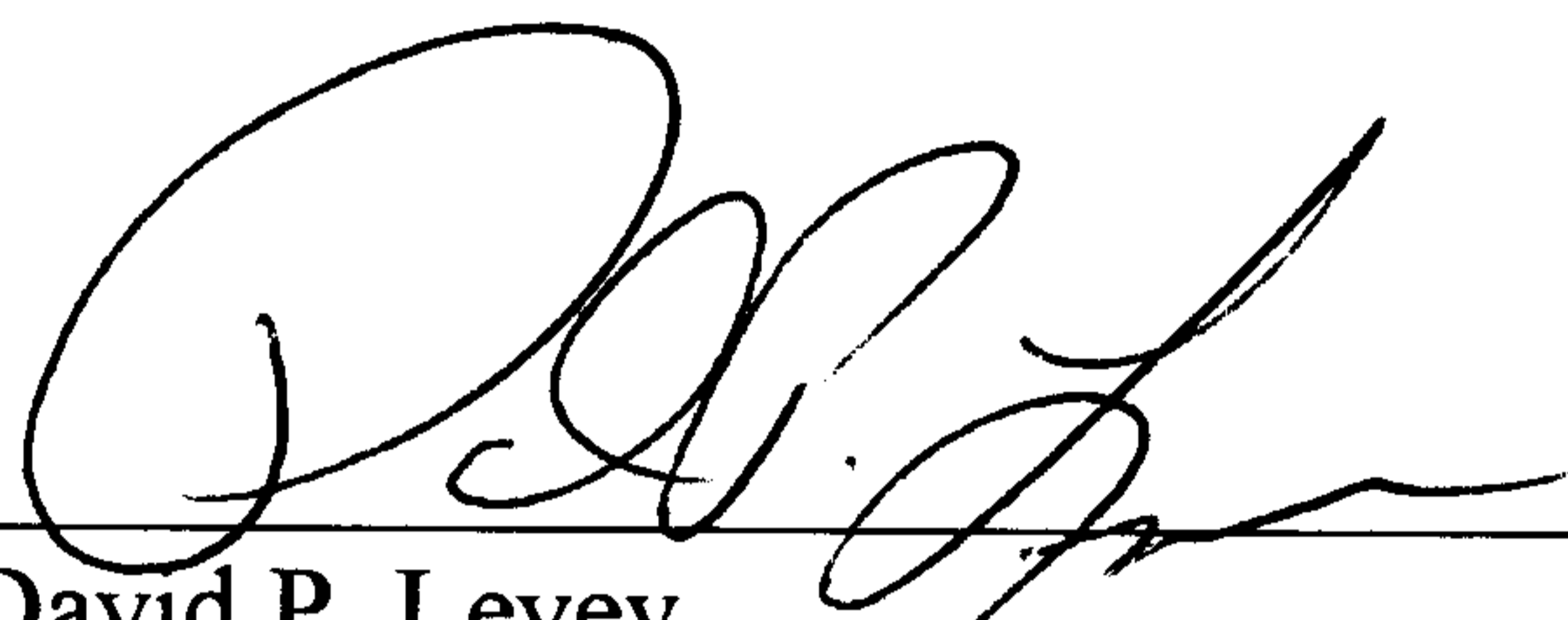


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residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$65,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

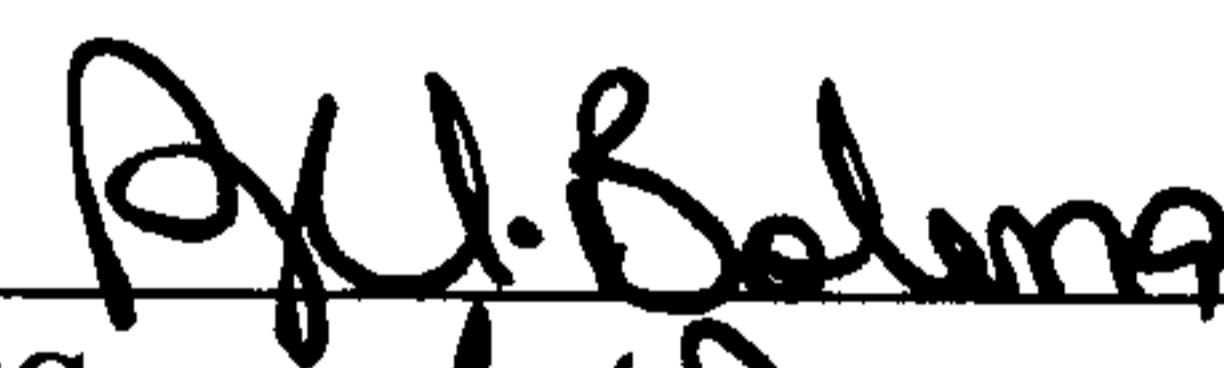

3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and years first above written.

BY:   
David P. Levey

BY:   
Holly R. Levey

FIRST AMERICAN BANK

BY:   
ITS: 

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF \$30,000.00.**

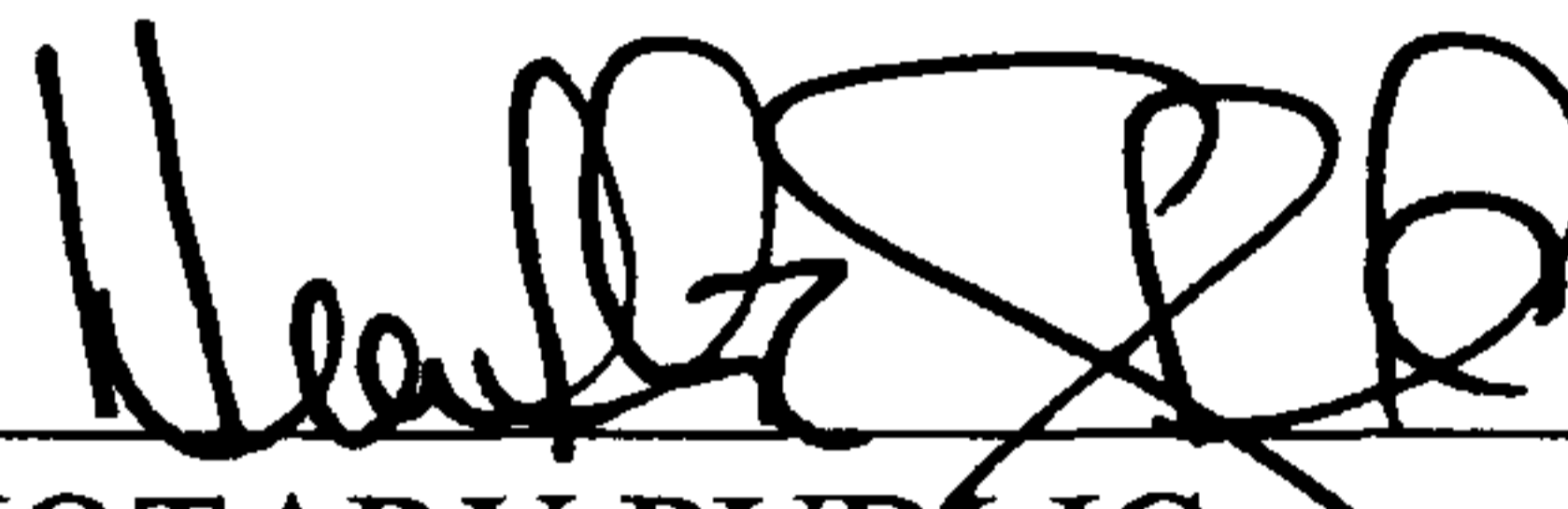


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STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that David P Levey and Holly B Levey whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 6 day of June, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

AFFIX SEAL

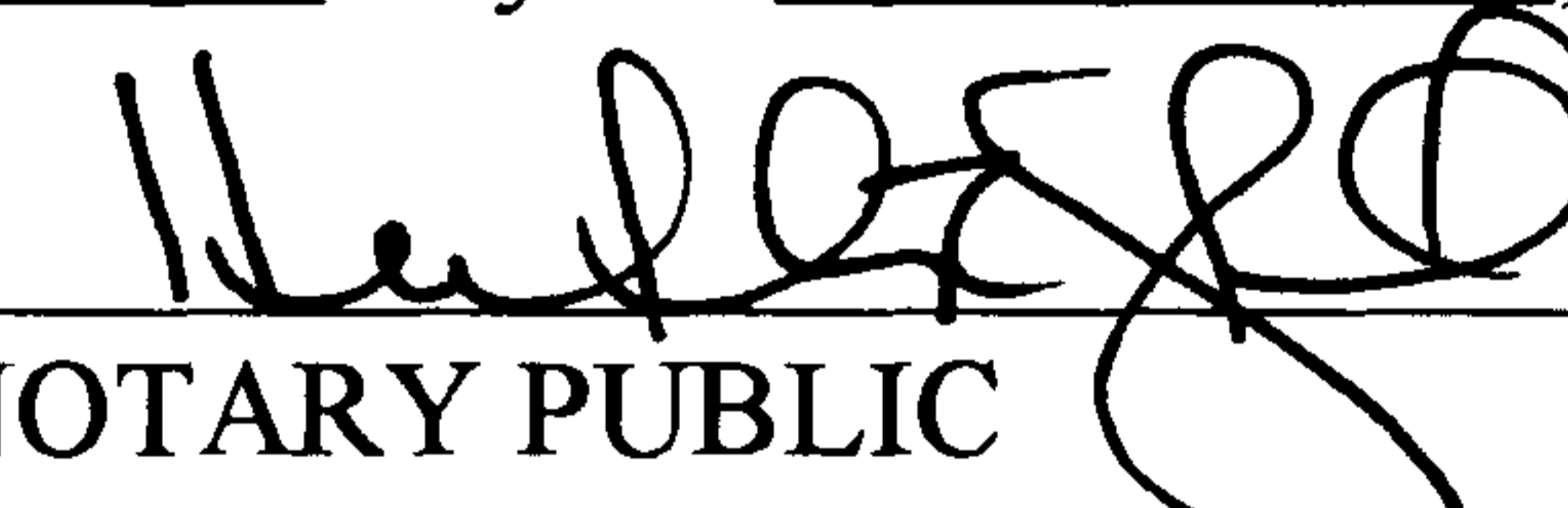
My Commission Expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 31, 2007**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Phyllis Bolena whose name as AVP of First American Bank, an Alabama Banking Corporation and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for as the act of said banking association.

Given under my hand and official seal this 6 day of June, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

AFFIX SEAL

My commission Expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 31, 2007**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

THIS INSTRUMENT PREPARED BY:

Candice Edwards  
First American Bank  
P.O. Box 10686  
Birmingham, Alabama 35202-0686





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State of AL County of Shelby and described as follows:

PARCEL 1:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 2 WEST, RUN NORTH ALONG THE EAST LINE THEREOF 500.00 FEET TO POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE 1245.77 FEET; THENCE 109 DEGREES 30 MINUTES 06 SECONDS LEFT AND RUN 371.3 FEET; THENCE 70 DEGREES 29 MINUTES 52 SECONDS LEFT AND RUN SOUTH PARALLEL TO THE EAST LINE OF SAID 1/4-1/4 SECTION 439.41 FEET; THENCE 90 DEGREES 00 MINUTES LEFT AND RUN 290.00 FEET; THENCE 90 DEGREES 00 MINUTES RIGHT AND RUN SOUTH PARALLEL TO THE EAST LINE OF SAID 1/4-1/4 SECTION 727.71 FEET; THENCE 121 DEGREES 05 MINUTES 28 SECONDS LEFT AND RUN 75.18 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL 11:

TOGETHER WITH A NON-EXCLUSIVE 60 FOOT EASEMENT FOR INGRESS AND EGRESS,