

20050712000346730 1/4 \$36.50
Shelby Cnty Judge of Probate, AL
07/12/2005 08:12:35AM 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 Larry D. Marsalis and Spouse, Debbie S. Marsalis (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 #20041102000602690 to secure indebtedness in the original principal amount of \$61,000.00 (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. Larry D. Marsalis whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Seventy Two Thousand Dollars and no/100----(\$72,000.00) (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

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 \$72,000.00, 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: *Larry D. Marsalis*
Larry D. Marsalis

BY: *Debbie S. Marsalis*
Debbie S. Marsalis

FIRST AMERICAN BANK
BY: *Jim D. Parrott*
ITS: *vice President*

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$11,000.00.**



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EXHIBIT A

State of AL County of Shelby and described as follows:

FROM THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 2 WEST, RUN WESTERLY ALONG THE SECTION LINE, 14.73 FEET TO THE POINT OF BEGINNING; THENCE 80° 39.5' LEFT, 964.9 FEET TO THE NORTH RIGHT OF WAY OF THE COUNTY HIGHWAY; THENCE 103° 13.5' RIGHT, ALONG SAID RIGHT OF WAY 63.35 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, WITH A CHORD WHICH DEFLECTS 3° 52' RIGHT, 187.76 FEET, AN ARC DISTANCE OF 187.9 FEET; THENCE 71° 44' RIGHT FROM SAID CHORD 852.86 FEET TO THE SECTION LINE; THENCE 81° 49.5' RIGHT, ALONG SAID LINE, 262.0 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.0 ACRES, MORE OR LESS.