

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 29th day of July, 2005, on behalf of Jeffrey Allen Malone and Spouse, Frances R. Malone (hereinafter called the "Mortgagee") and First American Bank, an Alabama Banking Corporation (the "Lender").

RECITALS

- A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, and recorded in Instrument 20030408000212810 the Mortgagor granted a mortgage to the Lender on real property described as:

LOT 3320, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 33RD ADDITION, AS RECORDED IN MAP BOOK 16, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

- B. The Mortgagor has requested the Lender decrease credit and the Lender has agreed to decrease 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 Jeffrey Allen Malone(hereinafter called "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Eighty Thousand Dollars and no/100----- (\$80,000.00) (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 July 29, 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 \$80,000.00, 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.

Jeffrey Allen Malone by Frances R. Malone
Attorney-in-fact for Jeffrey Allen Malone
Jeffrey Allen Malone

Frances R. Malone
Frances R. Malone

FIRST AMERICAN BANK

BY: *Leona L. Barrett*
ITS: *Vice President*

THIS AMENDMENT TO MORTGAGE DECREASES INDEBTEDNESS BY \$20,000.00.

20050808000404450 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
08/08/2005 01:33:30PM 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 ~~Jeffrey Allen Malone~~ ^{Jeffrey Francis R. Malone whose name as a attorney in fact for} whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal of office this 27th day of July, 2005.

Jennifer Nichole Pelgrein
Notary Public

AFFIX SEAL

My Commission Expires: 4/01/09

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public, in and for said county in said state hereby certify that Debra B Parrott whose name as Vice President of First American Bank is signed to the foregoing Agreement and who is known to me acknowledged before me that being informed of the contents of the above and foregoing Agreement he or she, is his/her capacity as such officer executed the same for and as the act of said corporation.

Given under my hand and official seal of office this the 29 day of July, 2005.

Notina A. Sizemore
Notary Public

AFFIX SEAL

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 25, 2006
BOOKED BY: _____