

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 14th day of July, 2005, on behalf of Frank L. Sledge and Spouse, Emily D. Sledge (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. #20040726000413630 to secure indebtedness in the original principal amount of \$50,000.00 (the "Mortgage"). The Mortgagor granted a mortgage to the Lender on real property described as:

THE LEGAL DESCRIPTION OF SAID REAL ESTATE IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE.

- 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:

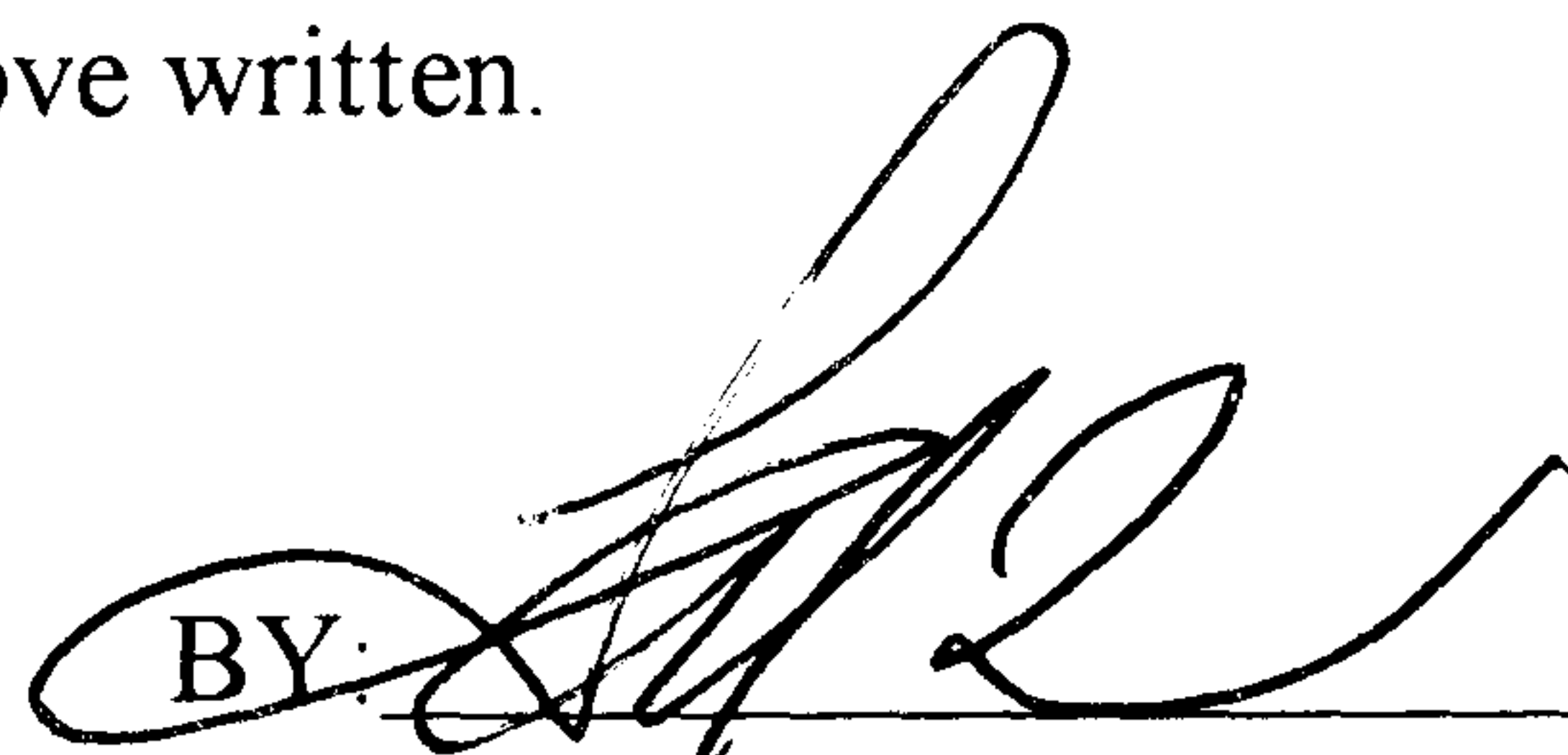
A. The Secured Line of Credit. Frank L. Sledge and Emily D. Sledge (hereinafter called "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of One Hundred Forty-Five Thousand Dollars and no/100---(\$145,000.00) (the "Credit 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 14, 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.

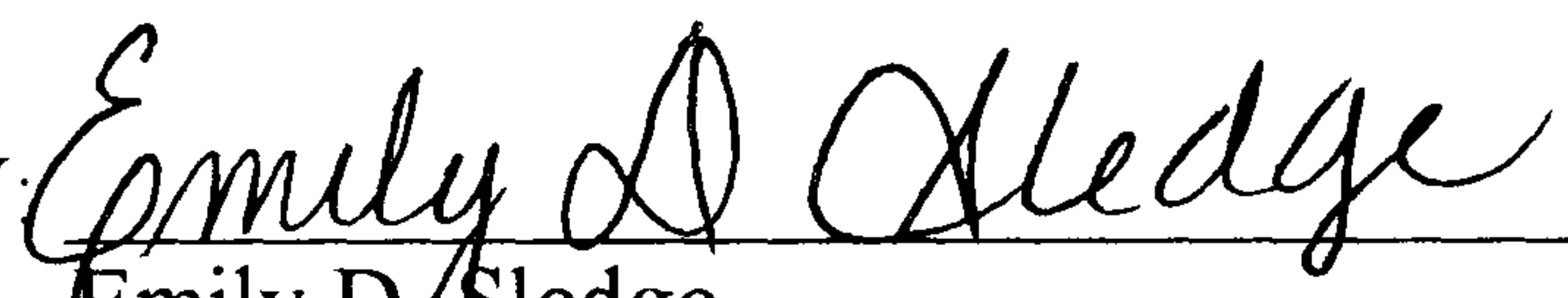
2. Paragraph C. of the Mortgage is hereby modified to read:


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 \$145,000.00, 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: 
Frank L. Sledge

BY: 
Emily D. Sledge

FIRST AMERICAN BANK
BY: 
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$95,000.00.**



20050812000414400 3/4 \$162.50
Shelby Cnty Judge of Probate, AL
08/12/2005 09:07:54AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Frank L. Sledge and Emily D. Sledge 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 14th day of July, 2005.

Linda G. Court

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

AFFIX SEAL

My Commission Expires: _____

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Bill Black whose name as Vice President 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 14th day of July, 2005.

Linda G. Court

NOTARY PUBLIC

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Miranda L. Smith
First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686



20050812000414400 4/4 \$162.50
Shelby Cnty Judge of Probate, AL
08/12/2005 09:07:54AM FILED/CERT

TITLE CENTER

Alabama Real Estate Title Center, LLC

215 Richard Arrington Jr Blvd North, Suite 901
Birmingham, Alabama 35203-3715
205/328-5832, 866/328-5832
Fax. 205/328-8146, 866/328-8146
aretc@earthlink.net

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE RUN NORTH ALONG THE EAST LINE THEREOF A DISTANCE OF 337.13 FEET; THENCE LEFT 88 DEGREES, 18 MINUTES 22 SECONDS, AND RUN WEST 552.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE WEST 370.0 FEET; THENCE RIGHT 89 DEGREES 19 MINUTES 26 SECONDS AND RUN NORTH 199.99 FEET; THENCE RIGHT 91 DEGREES 10 MINUTES 48 SECONDS AND RUN EAST 370.0 FEET; THENCE 88 DEGREES 49 MINUTES 12 SECONDS RIGHT AND RUN SOUTH 196.74 FEET TO THE POINT OF BEGINNING.

