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

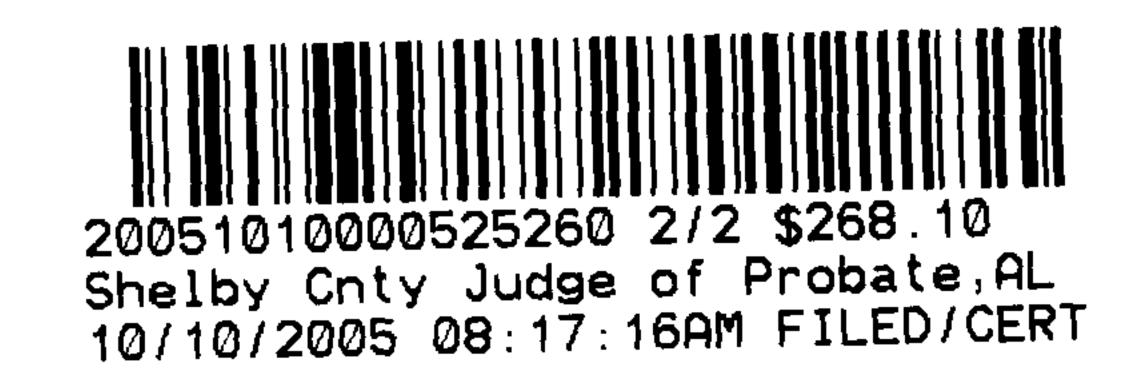
This Amendment (the "Amendment") is made and entered into on <u>September 22, 2005</u>, by and between <u>Frank J. Ranelli and Rosalind G. Ranelli, Husband and Wife</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

200510100000525260 1/2 \$268.10 Shelby Cnty Judge of Probate, AL 10/10/2005 08:17:16AM FILED/CERT

## RECITALS

- A. Frank J. Ranelli and Rosalind G. Ranelli (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 October 1, 1998 and amended October 30, 2003 (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 Seventy-Five Thousand and Zero 00/100 and amended to One Hundred Fifty Thousand and Zero 00/100-Dollars (\$ 150,000.00)(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 # 1998-43519 and amended in 20040210000068480, 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 <u>Three Hundred Nineteen Thousand Four Hundred and Zero 00/100--</u>Dollars (\$ 319,400.00) (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 <u>Three Hundred Nineteen Thousand Four Hundred and Zero 00/100-----</u>Dollars (\$ 319,400.00).
- 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 Three Hundred Nineteen Thousand Four Hundred and Zero 00/100--Dollars (\$ 319,400.00).

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



IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>22nd</u> day of <u>September</u> , <u>2005</u> .
AndQNI
Frank J. Ranelli ()
Rosalind G. Ranelli
FIRST COMMERCIAL BANK MORTGAGEE
BY: Mome Pynagre
Florence P. Moore
Manager ITS: Asst Branch
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 <u>Frank J. Ranelli and Rosalind G. Ranelli</u> 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 September,
2005. (NOTARIAL SEAL)  Myun lumumiy
Noton Darblio
My commission expires: 4-30-08
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 <u>Florence P. Moore</u> whose name as <u>Asst Branch Manager</u> 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.
said State, hereby certify that <u>Florence P. Moore</u> whose name as <u>Asst Branch Manager</u> 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
said State, hereby certify that <u>Florence P. Moore</u> whose name as <u>Asst Branch Manager</u> 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 <u>22nd</u> day of <u>September</u> ,
said State, hereby certify that <u>Florence P. Moore</u> whose name as <u>Asst Branch Manager</u> 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 <u>22nd</u> day of <u>September</u> , <u>2005</u> .
said State, hereby certify that <u>Florence P. Moore</u> whose name as <u>Asst Branch Manager</u> 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 <u>22nd</u> day of <u>September</u> , <u>2005</u> .  (NOTARIAL SEAL)  Notary Public

Birmingham, Al 35202-1746