

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



This Amendment (the "Amendment") is made and entered into on May 27, 2005, by and between John C. Landman, Jr and Lanita H. Landman, Husband and Wife (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

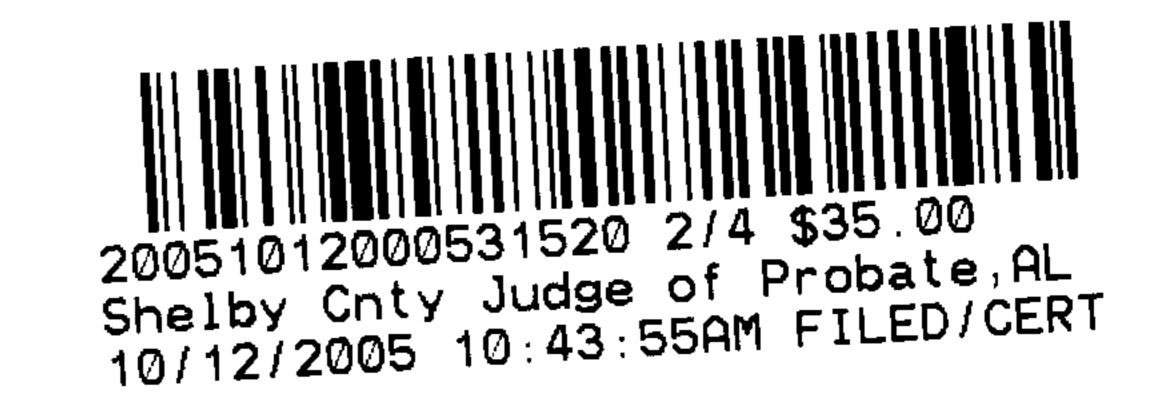
MATURITY DATE: 06/20/2010

A. John C. Landman, Jr (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 January 21, 2005 (the "Credit Agreement"). The Credit Agreement provides for an openend 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 Ten Thousand and Zero 00/100--Dollars (\$10,000.00) (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 # 20050311000112630, 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 has requested that the Mortgagee add <u>Lanita H.</u> Landman as a Borrower.
- D. The Borrower and the Mortgagor have further requested that the Mortgagee increase the Credit Limit to <u>Twenty Thousand and Zero 00/100----</u> Dollars (\$20,000.00) (the "Amended Credit Limit").
- E. 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>Twenty Thousand and Zero 00/100---</u>Dollars (\$20,000.00).
- 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 Twenty Thousand and Zero 00/100----Dollars (\$ 20,000.00).



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 $27th$ day of May, 2005 .
John C. Kalmp. (SEAL)
Soba C. Landman Jr (SEAL)
Lanita H. Landman
FIRST COMMERCIAL BANK MORTGAGEE
BY: Sharon Stern
Sharon C. Penn ITS: <u>VP Branch Manager</u>
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>John C. Landman</u> , <u>Jr and Lanita H. Landman</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 27th day of May, 2005.
(NOTARIAL SEAL) (NOTARIAL SEAL) (NOTARIAL SEAL)
My commission expires: My commission expires: My commission expires: My commission expires: Aug 29, 2907 BONDED THRU NOTARY PUBLIC UNDERWRITERS
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 whose name as 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 day of May 2005
(NOTARIAL SEAL) Notary Public
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
This instrument prepared by:
Name: First Commercial Bank
Address: P. O. Box 11746

Birmingham, Al 35202-1746

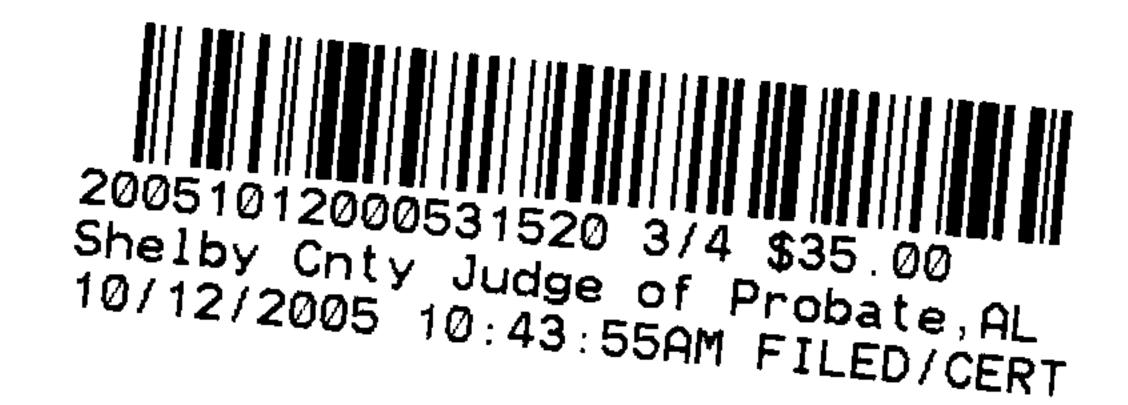


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF THE OLD CHELSEA-COLUMBIANA GRAVEL ROAD, AND TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 849.30 FEET THENCE TURN AN ANGLE OF 84 DEGREES 11 MINUTES TO THE LEFT AND RUN A DISTANCE OF 283.8 FEET; THENCE TURN AN ANGLE OF 1 DEGREE 00 MINUTES TO THE LEFT AND RUN A DISTANCE OF 188.80 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 47; THENCE TURN AN ANGLE OF 94 DEGREES 24 MINUTES TO THE LEFT AND RUN ALONG SAID RIGHT OF WAY A CHORD DISTANCE OF 277.84 FEET TO THE NORTH LINE OF THE OLD CHELSEA-COLUMBIANA DIRT ROAD; THENCE TURN AN ANGLE OF 42 DEGREES 36 MINUTES TO THE LEFT AND RUN ALONG SAID DIRT ROAD A DISTANCE OF 161.00 FEET; THENCE TURN AN ANGLE OF 13 DEGREES 11 MINUTES TO THE LEFT AND RUN ALONG SAID DIRT ROAD A DISTANCE OF 204.00 FEET; THENCE TURN AN ANGLE OF 10 DEGREES 55 MINUTES TO THE RIGHT AND RUN ALONG SAID DIRT ROAD A DISTANCE OF 228.80 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/2 OF SECTION 34, TOWNSHIP 10 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 849.30 FEET; THENCE TURN A DEFLECTION ANGLE OF 84 DEGREES 11 MINUTES 00 SECONDS TO THE LEFT AND RUN A DISTANCE OF 224.17 FEET TO THE POINT OF BEGINNING; THENCE

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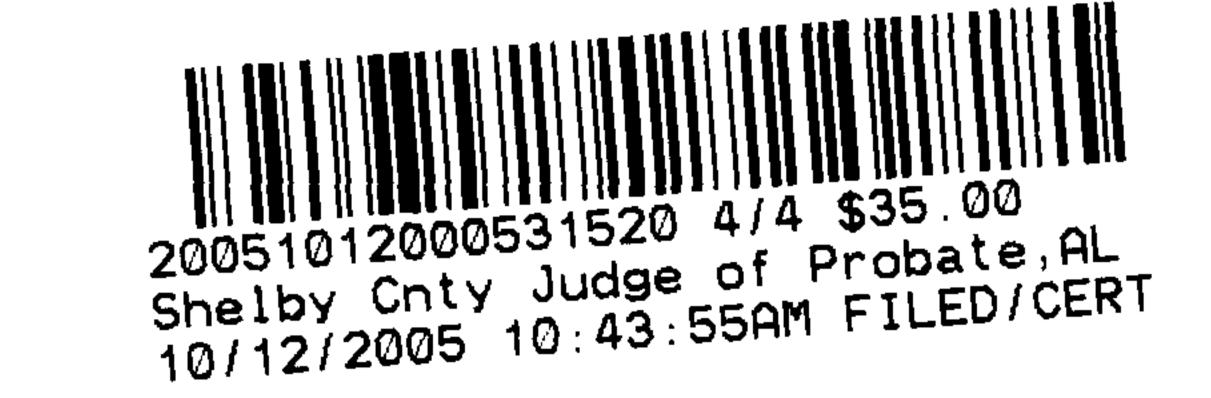


EXHIBIT A (continued)

CONTINUE IN THE SAME DIRECTION A DISTANCE OF 59.83 FEET; THENCE TURN A DEFLECTION ANGLE OF 1 DEGREE 00 MINUTES 00 SECONDS TO THE LEFT AND RUN A DISTANCE OF 186.80 FEET TO THE EAST RIGHT OF WAY LINE OF SHELBY COUNTY NO. 47; THENCE TURN A DEFLECTION ANGLE OF 94 DEGREES 24 MINUTES TO THE LEFT AND RUN ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 277.84 FEET; THENCE TURN A DEFLECTION ANGLE OF 42 DEGREES 36 MINUTES 00 SECONDS TO THE LEFT AND RUN ALONG THE MARGIN OF A GRAVEL ROAD A DISTANCE OF 54.15 FEET; THENCE TURN A DEFLECTION ANGLE OF 50 DEGREES 57 MINUTES 41 SECONDS TO THE LEFT AND RUN A DISTANCE OF 155.19 FEET; THENCE TURN A DEFLECTION ANGLE OF 80 DEGREES 01 MINUTES 31 SECONDS TO THE LEFT AND RUN A DISTANCE OF 75.00 FEET; THENCE TURN A DEFLECTION ANGLE OF 79 DEGREES 06 MINUTES 19 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 70.38 FEET; THENCE TURN A DEFLECTION ANGLE OF 88 DEGREES 44 MINUTES 15 SECONDS TO THE LEFT AND RUN A DISTANCE OF 176.01 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 19, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 09-8-34-0-001-029-000 JCHN C. LANDMAN JR. AND LANITA H. LANDMAN

397 MEADOW LAKE LANE, CHELSEA AL 35043 Loan Reference Number : 1193B-CLU -0004-SCP First American Order No: 7460776 Identifier: f/L/ELS

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120