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Shelby Cnty Judge of Probate,AL
02/01/2006 02:46:56PM FILED/CERT

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

This Amendment (the "Amendment") is made and entered into on DECEMBER 21, 2005, by and between JAMES F. COSTA, JR AND STELLA B. COSTA A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS 862 3152

A. JAMES F. COSTA, JR AND STELLA B. COSTA (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 NOVEMBER 17, 2000 (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 TWENTY FIVE THOUSAND DOLLARS AND NO/100 25,000.00)(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 # 2001-01566, 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 FORTY THOUSAND DOLLARS AND NO/100-------Dollars 40,000.00 (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 FORTY THOUSAND DOLLARS AND NO/100-Dollars ($ 40,000.00).

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 FORTY THOUSAND DOLLARS AND NO/100-------Dollars ($ 40,000.00).

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 21ST day of DECEMBER, 2005.

James F. Costa, Jr (SEAL)
JAMES F. COSTA, JR

Stella B. Costa (SEAL)
STELLA B. COSTA

FIRST COMMERCIAL BANK
MORTGAGEE

BY: _____
GREY R. YEAGER, III
ITS: Vice President

INDIVIDUAL ACKNOWLEDGEMENT

20060201000053160 2/3 $39.50
Shelby Cnty Judge of Probate,AL
02/01/2006 02:46:56PM 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 JAMES F. COSTA, JR AND STELLA B. COSTA. 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 21ST day of DECEMBER, 2005.

(NOTARIAL SEAL) Frances Ann Reilly
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: [illegible]
BONDED THRU NOTARY [illegible]

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 GREY R. YEAGER, IIIwhose name as VICE PRESIDENTof 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 21ST day of DECEMBER, 2005.

(NOTARIAL SEAL) Frances Ann Reilly
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 10, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:
Name: PEARLIE N. JACKSON
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746

20060201000053160 3/3 $39.50
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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 12, ACCORDING TO THE SURVEY OF THE FINAL RECORD PLAT OF GREYSTONE FARMS, ENGLISH TURN SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 46, IN THE PROBATE OFFICE SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 03 8 34 0 002 012 000
JAMES F. COSTA AND STELLA B. COSTA,
AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

5059 ENGLISH TURN, HOOVER AL 35242
Loan Reference Number : 0686-CLU-0008-GRY
First American Order No: 8623152
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

COSTA JR
8623152

FIRST AMERICAN LENDERS ADVANTAGE
OPEN END MORTGAGE

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FT1120