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

This Amendment (the "Amendment") is made and entered into on <u>FEBRUARY 27, 2006</u>, by and between <u>MARK R. RITCHIE AND CINDY B. RITCHIE</u>, A <u>MARRIED COUPLE</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

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A. MARK R. RITCHIE AND CINDY B. RITCHIE

(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 APRIL 14, 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 DOLLARS AND NO/100 \$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 # 20050609000283140, 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 THIRTY FIVE THOUSAND DOLLARS AND NO/100-----Dollars \$35,000.00 (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 <u>THIRTY FIVE THOUSAND DOLLARS AND NO/100-Dollars</u> (\$\$35,000.00).
- 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 THIRTY FIVE THOUSAND DOLLARS AND NO/100------Dollars (\$\$35,000.00).

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 27^{TH} day of <u>FEBRUARY</u>, 2006.

MARK R. RITCHIE

(SEAL)

20060418000179330 1/3 \$54.50 Shelby Cnty Judge of Probate, AL 04/18/2006 08:57:40AM FILED/CERT CINDY B. RITCHIE

FIRST COMMERCIAL BANK

MORTGAGEE

LAUREL B. NATION

ITS: ASSISTANT VICE PRESIDENT

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 MARK R. RITCHIE AND CINDY B. RITCHIE. 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 FEBRUARY,

2006.

(NOTARIAL SEAL)

My commission expires:

BONDED TIME NOTATE PURISH UNDER THE

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 LAUREL B. NATION whose name as ASSISTANT 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 27TH day of February, 2006.

(NOTARIAL SEAL)

Notary Public BONDED THE UNDERGREETERS

My commission expires:

This instrument prepared by: Name:

PEARLIE N. JACKSON

First Commercial Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746

20060418000179330 2/3 \$54.50 Shelby Cnty Judge of Probate, AL 04/18/2006 08:57:40AM FILED/CERT

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EXHIBIT A

A PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF AL, AND KNOWN AS:

BEING LOT NUMBER 8 BLOCK 1 IN BROKEN BOW SUBDIVISION AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN PLAT BOOK 7 PAGE 145 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 101120001008009
MARK R. RITCHIE AND CINDY B. RITCHIE, HUSBAND AND WIFE

3508 NORTH BROKEN BOW DRIVE, BIRMINGHAM AL 35242 Loan Reference Number : 6835-CLU-0013-LBN First American Order No: 8993195 Identifier: f/L/FIRST AMERICAN LENDERS ADVANTAGE

8993195
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120