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

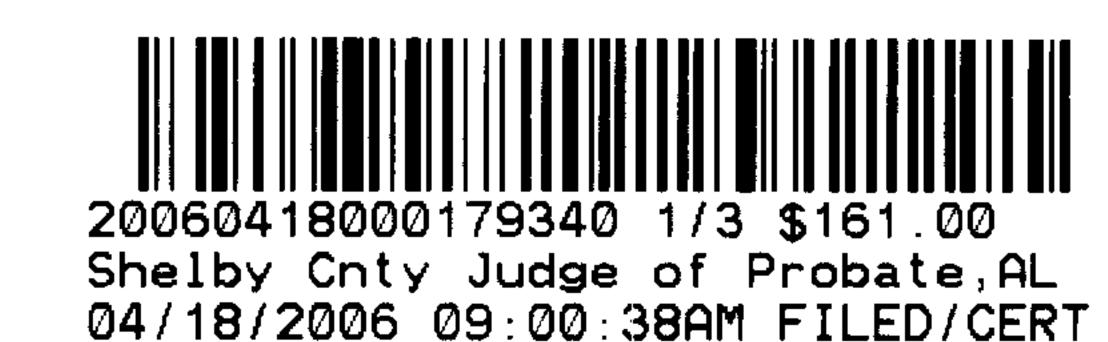
This Amendment (the "Amendment") is made and entered into on <u>March 20, 2006</u>, by and between <u>Gordon K. Richardson and Sandra M. Richardson, a married couple</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

## RECITALS

#9150182

- A. Gordon K. Richardson and Sandra M. Richardson (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 May 15, 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 Thirty eight thousand and no/100--Dollars (\$ 38,000.00)(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 # 20030723000471080, 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>One hundred thirty four thousand and no/100--</u>Dollars (\$ 134,000.00) (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>One hundred thirty four thousand and no/100-----</u> Dollars (\$ 134,000.00).
- 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 One hundred thirty four thousand and no/100--Dollars (\$ 134,000.00).

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 20th day of March, 2006.

Gordon K. Richardson
(SEAL)

FIRST COMMERCIAL BANK MORTGAGEE

BY: Jany Suchone

Gary D. Isenhower
ITS: <u>Vice President</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>Gordon K. Richardson and Sandra M. Richardson</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 20th day of March, 2006.

(NOTARIAL SEAL)

NOTARY PUBLIC STATE MOTARY PUBLIC UNDERWRITTED

My commission expires: \_\_

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>Gary D. Isenhower</u> whose name as <u>Vice resident</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 20th day of March, 2006.

(NOTARIAL SEAL)

My commission expires:

Notary Public Notary Public Notary Public STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sept. 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

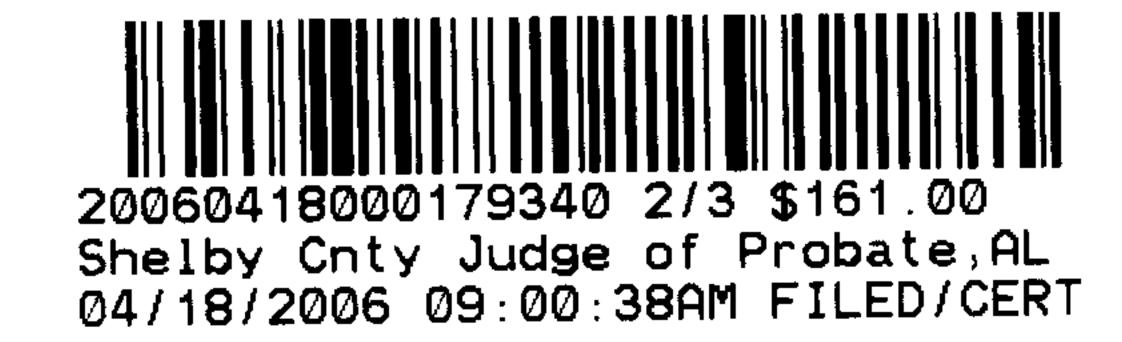
This instrument prepared by:

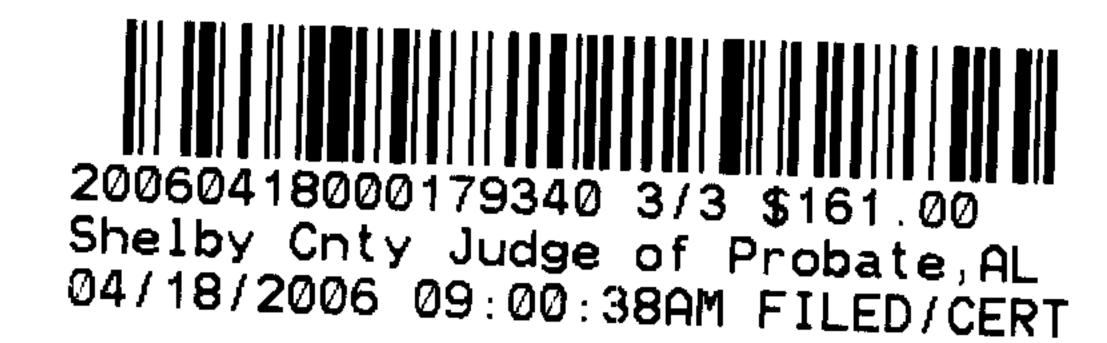
Name: Helen Ancic

First Commercial Bank

Address: P.O. Box 11746

Birmingham, Al 35202-1746





## EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 57, ACCORDING TO THE SURVEY OF EAGLE POINT, 12TH SECTOR, PHASE III, AS RECORDED IN MAP BOOK 24, PAGE 102, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 09-3-05-0-007-016-000 GORDON K. RICHARDSON AND SANDRA M. RICHARDSON, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE

1303 EAGLE PARK ROAD, BIRMINGHAM AL 35242 Loan Reference Number : PB-0700-GI-125357 First American Order No: 9150182 Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

9150182
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120