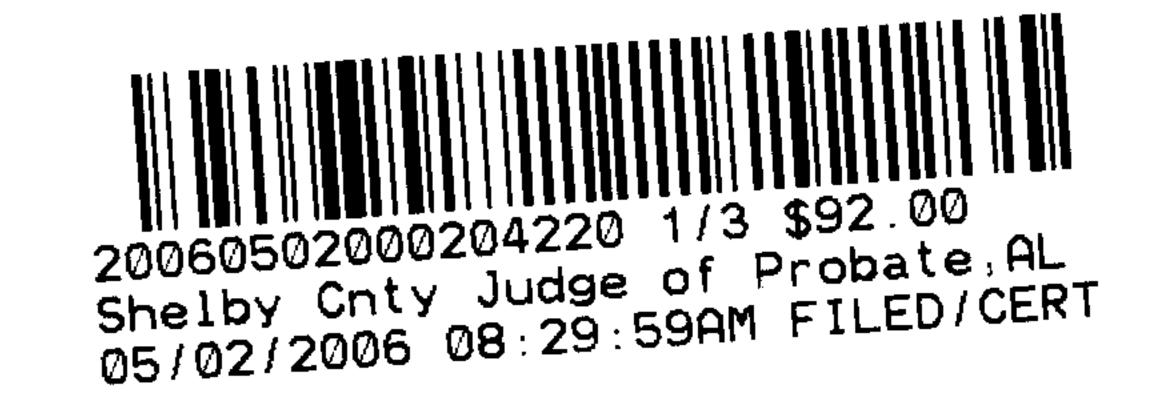
AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

9611658

This Amendment (the "Amendment") is made and entered into on <u>March 1, 2006</u>, by and between <u>Charles M. Thompson and Wilma L. Thompson</u>, <u>Husband and Wife</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS



A. Charles M. Thompson

(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 July 31, 2001 (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 Fifty Thousand and Zero 00/100-Dollars (\$ 50,000.00)(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 # 2001/36059, 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 Thousand and Zero 00/100--</u>Dollars (\$ 100,000.00) (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 Thousand and Zero 00/100----</u>
 -Dollars (\$ 100,000.00).
- 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 Thousand and Zero 00/100--Dollars (\$ 100,000.00).

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

Wilma L. Thompson FIRST COMMERCIAL BANK MORTGAGEE BY: Gary D. Isenhower ITS: V. President INDIVIDUAL ACKNOWLEDGEMENT STATE OF ALABAMA JEFFERSON COUNTY I, the undersigned authority, a Notary Public in and for said County, said State, hereby certify that Charles M. Thompson and Wilma L. Thompso whose names are signed to the foregoing amendment, and who are known me, acknowledged before me on this day that, being informed of the contents said amendment, have executed the same voluntarily on the day the said bears date. Given under my hand and Official seal this 1st day of March, 2006. (NOTARIAL SEAL) My commission expires: CORPORATE ACKNOWLEDGEMENT STATE OF ALABAMA JEFFERSON COUNTY I, the undersigned authority, a Notary Public in and for said County, said State, hereby certify that Gary D. Isenhower whose name as Vice Preside of First Commercial Bank, a corporation, is signed to the foregoin amendment, and who is known to me, acknowledged before me on this dithat, being informed of the contents of said amendment, (s)he, as such office and with full authority, executed the same voluntarily for and as the act of sa corporation. Given under my hand and Official seal this 1st day of March, 2006. (NOTARIAL SEAL) My commission expires:		(MM// Myk	(SEA
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Birmingham, Al 35202-1746

20060502000204220 3/3 \$92.00 Shelby Cnty Judge of Probate, AL 05/02/2006 08:29:59AM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 5615 CANONGATE LN; BIRMINGHAM, AL 35242 CURRENTLY OWNED BY CHARLES M THOMPSON AND WILMA L THOMPSON HAVING A TAX IDENTIFICATION NUMBER OF 03-8-33-0-004-019-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 0000265316 AND FURTHER DESCRIBED AS GREYSTONE 1ST SECTOR PHASE VII MB: 17 PG: 053.

03-8-33-0-004-019-000 5615 CANONGATE LN; BIRMINGHAM, AL 35242

pb-0700-gi-125452 27830255/f 9011058
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

When recorded mail to:

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