


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

9611658

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

**RECITALS**

  
20060502000204220 1/3 \$92.00  
Shelby Cnty Judge of Probate, AL  
05/02/2006 08:29:59AM FILED/CERT

A. Charles M. Thompson (hereinafter called the "Borrower", whether one 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 One Hundred Thousand and Zero 00/100--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 One Hundred Thousand and Zero 00/100----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 in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 1st day of March, 2006.



Charles M. Thompson (SEAL)  
Wilma L. Thompson (SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: Gary D. Isenhowe  
Gary D. Isenhower

ITS: 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 Charles M. Thompson and Wilma L. Thompson 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 1st day of March, 2006.

(NOTARIAL SEAL)

My commission expires: \_\_\_\_\_

Gloria White  
NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES Sept. 10, 2006  
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 Gary D. Isenhower whose name as Vice President 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 1st day of March, 2006.

(NOTARIAL SEAL)

My commission expires: \_\_\_\_\_

Gloria White  
NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES Sept. 10, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: Kenyada Ellis  
First Commercial Bank  
Address: P. O. Box 11746  
Birmingham, Al 35202-1746

20060502000204220 3/3 \$92.00  
Shelby Cnty Judge of Probate, AL  
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## 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

THOMPSON  
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**