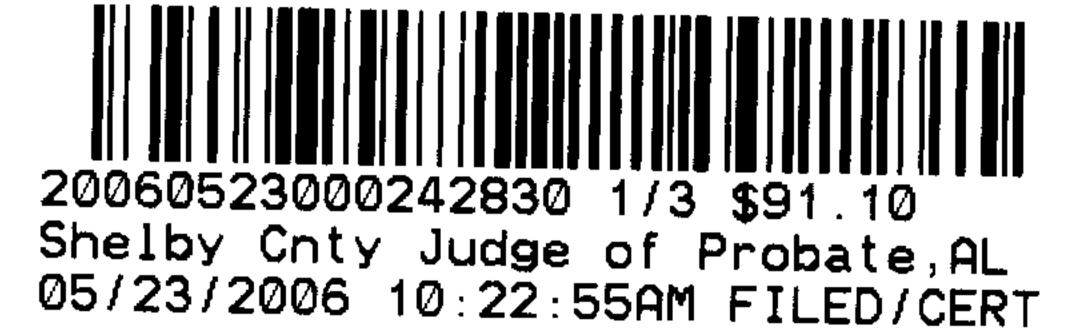
AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made and entered into on April 10, 2006, by and between Wesley Criswell and Kristy L. Criswell, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS



- A. Wesley Criswell and Kristy L. Criswell (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 August 19, 2002 (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 Twenty seven thousand nine hundred and no/100--Dollars (\$ 27,900.00)(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 # 20020903000419100, 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 Seventy seven thousand two hundred sixty and no/100--Dollars (\$ 77,260.00) (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 Seventy seven thousand two hundred sixty and no/100----Dollars (\$ 77,260.00).
- 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 Seventy seven thousand two hundred sixty and no/100--Dollars (\$77,260.00).

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

IN WITNESS WHEREOF, to be executed effective this 1	the parties have hereunto caused this instrument to 0th day of April, 2006.
20060523000242830 2/3 \$91.10 Shelby Cnty Judge of Probate, AL 05/23/2006 10:22:55AM FILED/CERT	Wesley Criswell Kristy L. Criswell (SEAL)
THE TELEPYCER	FIRST COMMERCIAL BANK MORTGAGEE
	BY:T. Ray Mauldin ITS: <u>Vice President</u>
INDIVIDUAL ACKNOWLEDGEMENT	
STATE OF ALABAMA) JEFFERSON COUNTY)	
said State, hereby certify names are signed to the acknowledged before me	that <u>Wesley Criswell and Kristy L. Criswell</u> whose foregoing amendment, and who are known to me, on this day that, being informed of the contents of secuted the same voluntarily on the day the same
Given under my han	d and Official seal this 10th day of April, 2006.
(NOTARIAL SEAL)	Notary Public
My commission expires: APRIL 1, 2007	
CORPORATE ACKNOWLEDGEMENT	
STATE OF ALABAMA JEFFERSON COUNTY	
said State, hereby certify to First Commercial Bank, a and who is known to me informed of the contents of	authority, a Notary Public in and for said County, in that <u>T. Ray Mauldin</u> whose name as <u>Vice President</u> of corporation, is signed to the foregoing amendment, e, acknowledged before me on this day that, being f said amendment, (s)he, as such officer and with full me voluntarily for and as the act of said corporation.
Given under my han	d and Official seal this 10th day of April, 2006.
(NOTARIAL SEAL)	Hibbp Byc
My commission expires:	Notary Public WY COMMISSION EXPIRES APRIL 8, 2007
This instrument prepared by: Name: Helen Ancic First Commercial Ban	1 -

Address: P.O. Box 11746

Birmingham, Al 35202-1746

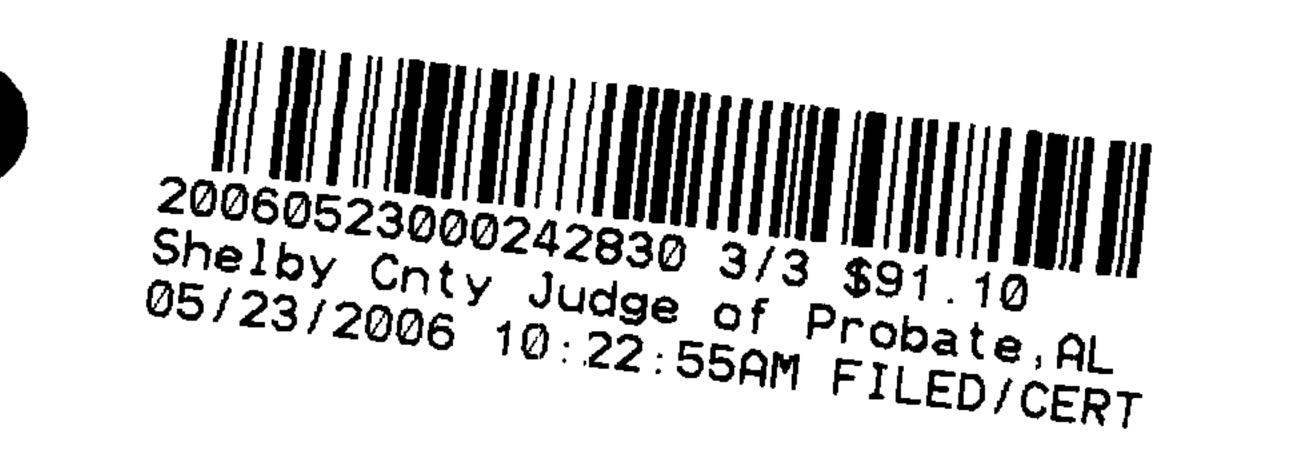


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 31, ACCORDING TO THE MAP AND SURVEY OF INDIAN CREEK, PHASE III, AS RECORDED IN MAP BOOK 15, PAGE 74, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 136141001004024 WESLEY D. CRISWELL AND KRISTY CRISWELL, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE

119 INDIAN LANDING ROAD, PELHAM AL 35124
Loan Reference Number: 9506-CLU-0010-TRM
First American Order No. 9114974

First American Order No: 9114974

Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

9114974
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