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

9608127

This Amendment (the "Amendment") is made and entered into on <u>December 15, 2005</u>, by and between <u>Joseph W. Labbe, a single man</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

20060612000276230 1/3 \$24.00 Shelby Cnty Judge of Probate, AL 06/12/2006 09:09:53AM FILED/CERT

## RECITALS

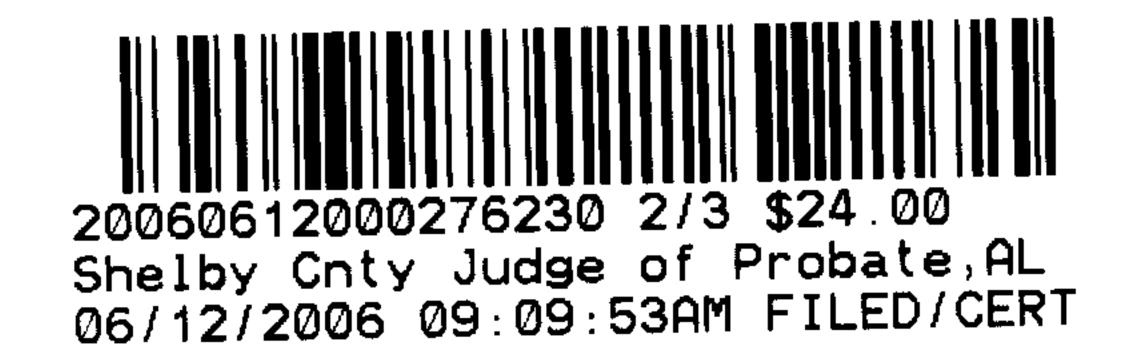
A. Joseph W. Labbe (hereinafter called the "Borrower", whether on or more) has (have) entered into an agreement entitled First Commercial Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated May 5, 2005 and amended August 24, 2005 (the "Credit Agreement"). 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 Sixteen thousand nine hundred and no/100--Dollars (\$16,900.00) and amended to Thirty one thousand one hundred and no/100--Dollars (\$31,100.00)(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 # 20050616000295690 and amended in Inst # 20051014000538380, 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>Thirty five thousand one hundred and no/100--</u>Dollars (\$ 35,100.00) (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 one hundred and no/100-----</u> Dollars (\$ 35,100.00).
- 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 one hundred and no/100--Dollars (\$35,100.00).

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 15th day of December, 2005. Joseph W. Labbe (SEAL) FIRST COMMERCIAL BANK MORTGAGEE BY: Gary D. Leenhower 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 Joseph W. Labbe 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 15th day of December, 2005. (NOTARIAL SEAL) NOTARY PUBLIC NOTATION APPRICES Sept. 10, 2006 My commission expires: 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 15th day of December, 2005. (NOTARIAL SEAL) Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

MY COMMISSION EXPIRES. Sept. 10, 2006

BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

My commission expires:

Name: Helen Ancic

First Commercial Bank

Address: P.O. Box 11746

Birmingham, Al 35202-1746



## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER 41, IN THE VILLAGE AT BROOK HIGHLAND, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 24, PAGE 93 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 03-9-32-0-006-041.000 JOSEPH WAYNE LABBE

145 BROOK HIGHLAND CV, BIRMINGHAM AL 35242 Loan Reference Number : PB-0700 GI First American Order No: 7973538

Identifier: f/ELS

9608727

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

When recorded mail to:

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