

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

This Amendment (the "Amendment") is made and entered into on May, 12, 2006, by and between Martha L. Rowland, a single woman (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

**RECITALS**

9496430

A. Martha L. Rowland

(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 March 4, 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 Twenty eight thousand four hundred fifty and no/100--Dollars (\$28,450.00) (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 # 20050317000119500, 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 change the Mortgagor from Martha L. Rowland, A Married Woman and Ronald L. Harrison, Her Husband to Martha L. Rowland, a single woman as per divorce dated November 22, 2005.

D. The Borrower and the Mortgagor have also requested that the Mortgagee increase the Credit Limit to Fifty thousand and no/100----Dollars (\$ 50,000.00) (the "Amended Credit Limit").

E. 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 Fifty thousand and no/100---Dollars (\$ 50,000.00).

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 Fifty thousand and no/100----Dollars (\$ 50,000.00).

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 12<sup>th</sup> day of May, 2006.

Martha L. Rowland (SEAL)  
Martha L. Rowland

\_\_\_\_ (SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: Jennifer G. Cousins  
Jennifer G. Cousins  
ITS: Asst. 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 Martha L. Rowland 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 12<sup>th</sup> day of May, 2006.

(NOTARIAL SEAL)

Michael C. Flowers  
Notary Public

My commission expires: 9-1-08

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 Jennifer G. Cousins whose name as Asst. 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 12<sup>th</sup> day of May, 2006.

(NOTARIAL SEAL)

Michael C. Flowers  
Notary Public

My commission expires: 9-1-08

This instrument prepared by:

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


  
20060612000276360 3/3 \$49.40  
Shelby Cnty Judge of Probate, AL  
06/12/2006 09:29:31AM FILED/CERT

EXHIBIT A

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

BEING LOT NUMBER 44 IN FINAL PLAT OF EAGLE TRACE - PHASE 2 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 30 PAGE 38 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 09-3-05-0-008-044-000  
MARTHA L. ROWLAND AND RONALD L. HARRISON, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

726 TALON CV, BIRMINGHAM AL 35242  
Loan Reference Number : 1049-494-PB-0700  
First American Order No: 9496430  
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

 ROWLAND  
9496430

FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE



When recorded mail to:  
**FIRST AMERICAN TITLE INSURANCE**  
**1228 EUCLID AVENUE, SUITE 400**  
**CLEVELAND, OHIO 44115**  
**ATTN: FT1120**