20060612000276360 1/3 \$49.40 Shelby Cnty Judge of Probate, AL 06/12/2006 09:29:31AM FILED/CERT

## 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

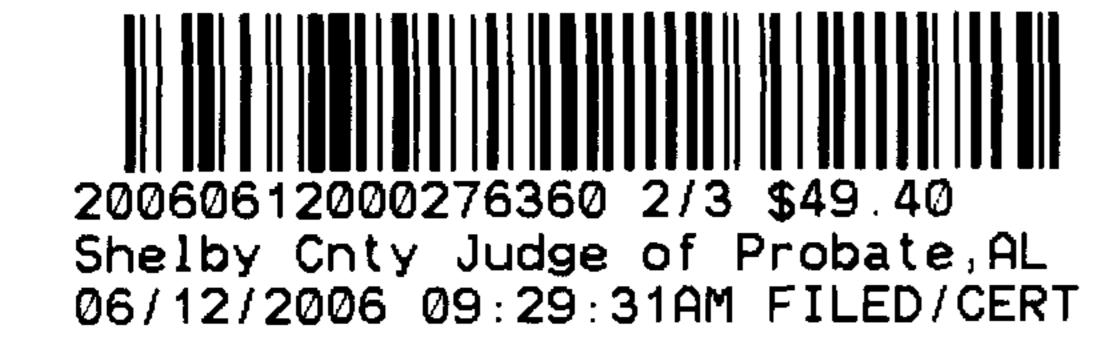
A. Martha L. Rowland

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

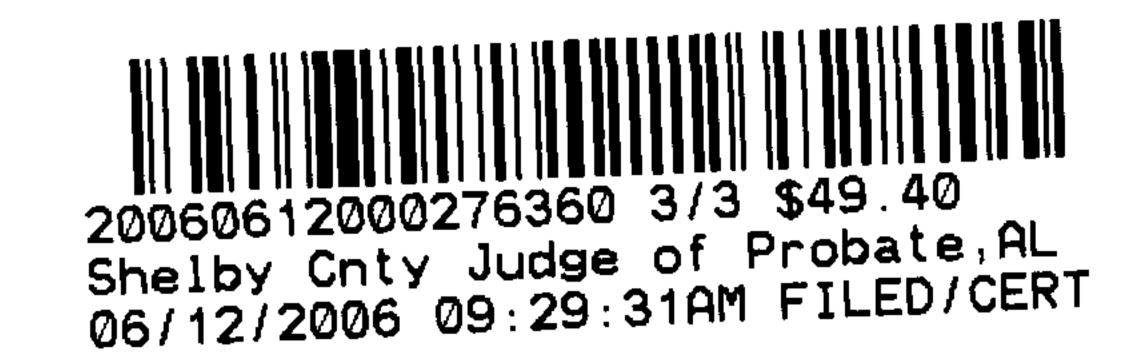
NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended 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 if full force and effect in accordance with its terms.

IN WITNESS WH be executed effect	<b>-</b>	ties have hereunto of May, 2006.	caused this instru	iment to
		lastha Like	Naul	(SEAL)
		rtha L. Rowland		_(ODAD)
				_(SEAL)
		ST COMMERCIAL RTGAGEE	BANK	
		Jennifer G. Cous : Asst. Vice Preside	sins	
	INDIVIDUAI	LACKNOWLEDGEN	<b>MENT</b>	
STATE OF ALABA JEFFERSON CC	•			
said State, herek the foregoing am on this day tha	by certify that Mand whendment, and what the common terms informed to the common terms of the common terms	y, a Notary Public artha L. Rowland who are known to mid of the contents the day the same be	whose names are see, acknowledged be of said amendment	signed to efore me
Given und	er my hand and (	Official seal this 12	th day of May, 200	<u>6</u> .
(NOTARIAL SEAI		Notary Pr	ablic de la constant	<u></u>
My commission e	expires:	9-1-08		
	CORPORATI	E ACKNOWLEDGE	MENT	
STATE OF ALAB JEFFERSON CO				
said State, herel President of First amendment, and that, being infor	by certify that Jest Commercial Based who is known med of the conte	ennifer G. Cousins ank, a corporation to me, acknowled the same voluntari	whose name as A is signed to the force me on ment, (s)he, as such	sst. Vice foregoing this day ch officer
Given und	er my hand and	Official seal this <u>12</u>	th day of May, 200	6.
(NOTARIAL SEA)	L)	Notary Pr	ablic de la	200-
My commission	expires:	9-1-08		
This instrument Name: Helen First C				
Address: P.O.E				



## 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

9496430

FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115
ATTN: FT1120