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

This Amendment (the "Amendment") is made and entered into on May 2, 2006, by and between Jerod Sinclair and Allison Sinclair, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

9437266

## RECITALS

A. Jerod Sinclair (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 December 19, 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 Fifty thousand and no/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 # 20060110000015020, 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>One hundred forty five thousand and no/100--</u> Dollars (\$ 145,000.00) (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 <u>One hundred forty five thousand and no/100-----</u> Dollars (\$ 145,000.00).
- 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 forty five thousand and no/100--Dollars (\$ 145,000.00).

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 e	effective this	2 <sup>nd</sup>	day of I	May, 2	2006.				

Jerod Sinclair (SEAL)

Allison Sinclair

FIRST COMMERCIAL BANK

MORTGAGEE

 $\mathbf{B}\mathbf{Y}$ 

Tammy H. Wales
ITS: Vice President

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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 <u>Jerod Sinclair and Allison Sinclair</u> 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 2nd day of May, 2006.

(NOTARIAL SEAL)

My commission expires: My Commission expires:

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 <u>Tammy H. Wales</u> whose name as <u>Vice President</u> 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 2nd Apy of May, 2006.

Notary Public

(NOTARIAL SEAL)

My commission expires: \_

This instrument prepared by:

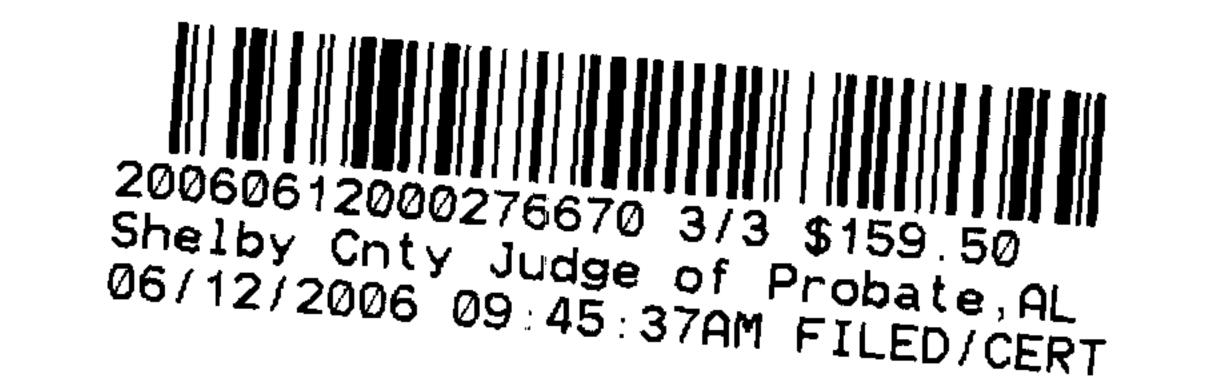
Name: Helen Ancic

First Commercial Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746

20060612000276670 2/3 \$159.50 Shelby Cnty Judge of Probate, AL 06/12/2006 09:45:37AM FILED/CERT



## EXHIBIT A

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

BEING LOT NUMBER 16-01 BLOCK 16 IN SURVEY OF MT. LAUREL, PHASE III AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 34 PAGE 137 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 09-2-03-1-004-037

JEROD C. SINCLAIR AND ALLISON SINCLAIR, HUSBAND AND WIFE, FOR AND

DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO

THE SURVIVOR OF THEM IN FEE SIMPLE, TOGETHER WITH EVERY CONTINGENT

REMAINDER AND RIGHT OF REVERSION

200 HAWTHORN STREET, MT LAUREL AL 35242 Loan Reference Number : CLU-5821-0006-THW First American Order No: 9437266 Identifier: f/L/FIRST AMERICAN LENDERS ADVANTAGE

9437266 9437266

FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120