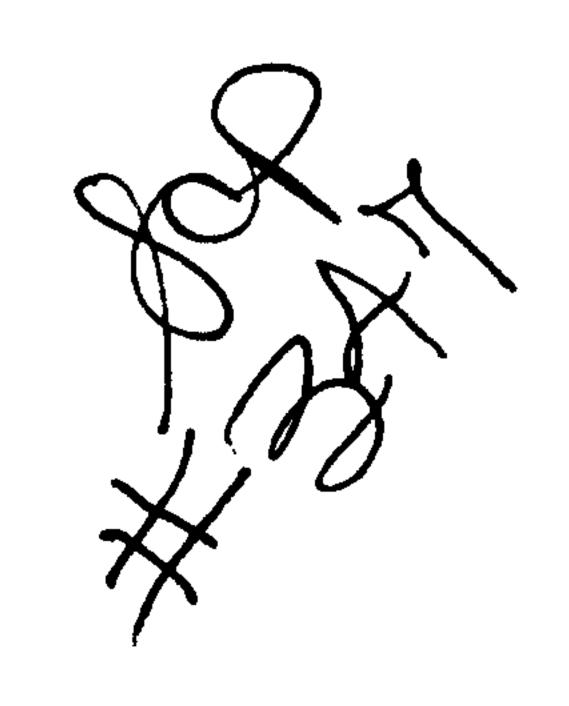
AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT



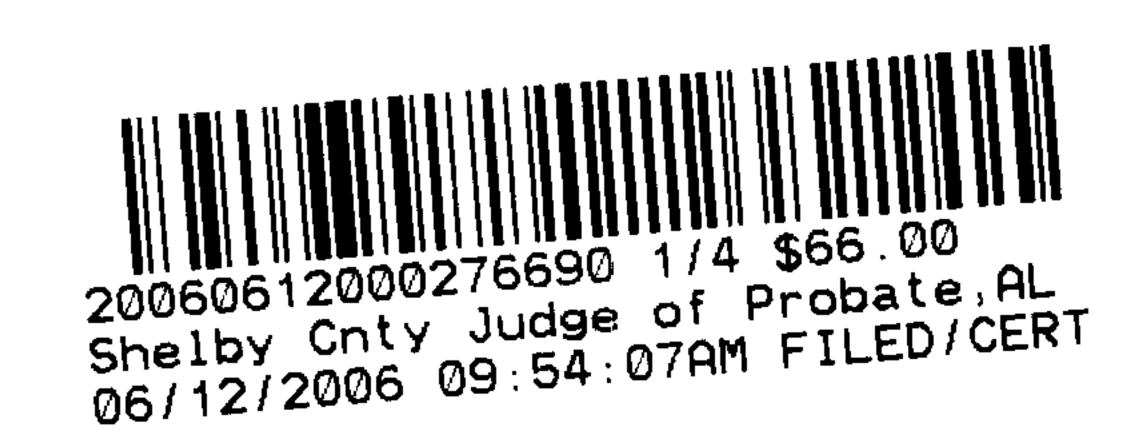
This Amendment (the "Amendment") is made and entered into on May 2, 2006, by and between John C. Landman, Jr and Lanita H. Landman, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

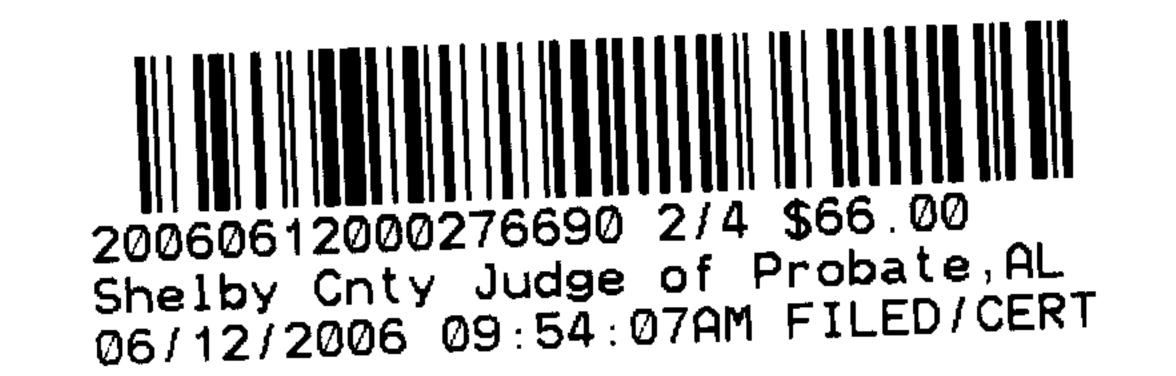
RECITALS

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- A. John C. Landman, Jr and Lanita H. Landman (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 January 21, 2005 and amended May 27, 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 Ten thousand and no/100--Dollars (\$10,000.00) and amended to Twenty thousand and no/100--Dollars (\$20,000.00) (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 # 20050311000112630 and amendment recorded in Inst # 20051012000531520, 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>Fifty thousand and no/100--</u>Dollars (\$ 50,000.00) (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 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.





(SEAL) (SEAL) Landman FIRST COMMERCIAL BANK MORTGAGEE BY: Sharon C. Penn 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 John C. Landman, Jr and Lanita H. Landman 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 2^{nd} day of May, 2006. (NOTARIAL SEAL) My commission expires: ARY PUBLIC STATE OF ALABAMA AT LARGE Public 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 Sharon C. Penn 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 2nd day of May, 2006. (NOTARIAL SEAL) MY CORMISSION EXPIRES: AUG 29, 2807 My commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS This instrument prepared by: Helen Ancic Name: First Commercial Bank Address: P. O. Box 11746 Birmingham, Al 35202-1746

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to

be executed effective this 2nd day of May, 2006.

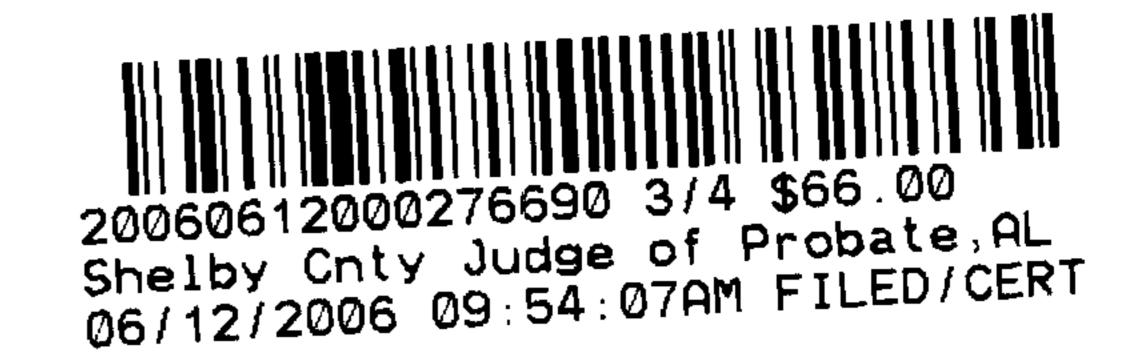


EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

COMMENCE AT THE SOUTH EAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF THE OLD CHELSEA-COLUMBIANA GRAVEL ROAD, AND TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 649.30 FEET; THENCE TURN AN ANGLE OF 84 DEGREES 11 MINUTES TO THE LEFT AND RUN A DISTANCE OF 283.80 FEET; THENCE TURN AN ANGLE OF 1 DEGREES 00 MINUTES TO THE LEFT AND RUN A DISTANCE OF 168.80 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 47; THENCE TURN AN ANGLE OF 94 DEGREES 24 MINUTES TO THE LEFT AND RUN ALONG SAID RIGHT OF WAY A CHORD DISTANCE OF 277.84 FEET TO THE NORTH LINE OF OLD CHELSEA-COLUMBIANA DIRT ROAD; THENCE TURN AN ANGLE OF 42 DEGREES 36 MINUTES TO THE LEFT AND RUN ALONG SAID DIRT ROAD A DISTANCE OF 181.00 FEET; THENCE TURN AN ANGLE OF 13 DEGREES 11 MINUTES TO THE LEFT AND RUN ALONG SAID DIRT ROAD A DISTANCE OF 204.50 FEET; THENCE TURN AN ANGLE OF 10 DEGREES 55 MINUTES TO THE RIGHT AND RUN ALONG SAID DIRT ROAD A DISTANCE OF 229.60 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 849.30 FEET; THENCE TURN A DEFLECTION ANGLE OF 84 DEGREES 11 MINUTES 00 SECONDS TO THE LEFT AND RUN A DISTANCE OF 224.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION A DISTANCE OF 59.63 FEET;

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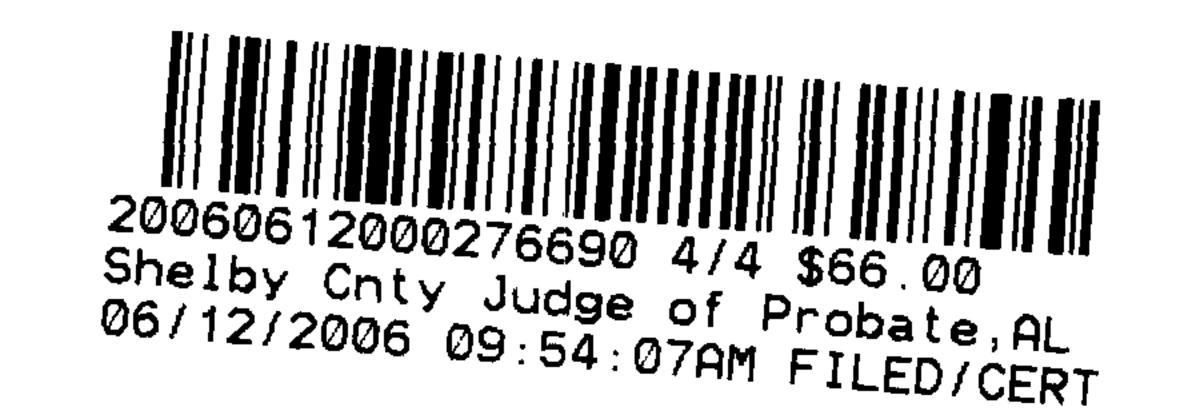


EXHIBIT A (continued)

THENCE TURN A DEFLECTION ANGLE OF 1 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT AND RUN A DISTANCE OF 166.80 FEET TO THE EAST RIGHT OF WAY LINE OF SHELBY COUNTY NO. 47; THENCE TURN A DEFLECTION ANGLE OF 94 DEGREES 24 MINUTES TO THE LEFT AND RUN ALONG SAID HIGHWAY RIGHT OF WAY A DISTANCE OF 277.84 FEET; THENCE TURN A DELFECTION ANGLE OF 42 DEGREES 36 MINUTES 00 SECONDS TO THE LEFT AND RUN ALONG THE MARGIN OF A GRAVEL ROAD A DISTANCE OF 54.15 FEET; THENCE TURN A DEFLECTION ANGLE OF 59 DEGREES 57 MINUTES 41 SECONDS TO THE LEFT AND RUN A DISTANCE OF 165.19 FEET; THENCE TURN A DEFLECTION ANGLE OF 80 DEGREES 01 MINUTES 31 SECONDS TO THE LEFT AND RUN A DISTANCE OF 75.00 FEET; THENCE TURN A DEFLECTION ANGLE OF 79 DEGREES 06 MINUTES 19 SECONDS TO THE RIGHT AND RUN A DISTANCE OF 70.38 FEET; THENCE TURN A DEFLECTION ANGLE OF 88 DEGREES 44 MINUTES 15 SECONDS TO THE LEFT AND RUN A DISTANCE OF 176.01 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SOUTHWEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 19, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 09-8-34-0-001-029-000

JOHN C. LANDMAN JR. AND LANITA H. LANDMAN, FOR AND DURING THEIR JOINT

LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THE

IN FEE SIMPLE, TOGETHER WITH EVERY CONTINGENT REMAINDER AND RIGHT

OF REVERSION

397 MEADOW LAKE LANE, CHELSEA AL 35043 Loan Reference Number : 1193-CLU-0004-SCP First American Order No: 9437582 Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

9437582
FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120