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

This Amendment (the "Amendment") is made and entered into on <u>JUNE 13</u>, 2006, by and between <u>MICHAEL KWARCINSKI AND ELAINE L KWARCINSKI</u>, A <u>MARRIED COUPLE</u>, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

A. MICHAEL KWARCINSKI AND ELAINE L KWARCINSKI

(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 23, 2002 (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 FIVE THOUSAND AND ZERO 00/100-Dollars (\$ 25,000.00)(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 # 200313/3859 AND AMENDED IN 200502/0079, 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>FORTY THOUSAND AND ZERO 00/100--</u>Dollars (\$40,000.00) (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>FORTY THOUSAND AND ZERO 00/100----</u>Dollars (\$40,000.00).
- 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 FORTY THOUSAND AND ZERO 00/100--Dollars (\$ 40,000.00).

Except as specifically amended hereby, the Mortgage shall remain if full force and effect in accordance with its terms.

20060814000393870 1/3 \$40.50 Shelby Cnty Judge of Probate, AL 08/14/2006 11:09:37AM FILED/CERT

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>13TH</u> day of <u>JUNE</u> , <u>2006</u> .
MA (SEAL)
MICHAEL KWARCINSKI
ELAINE L KWARCINSKI (SEAL)
FIRST COMMERCIAL BANK MORTGAGEE
BY: OHEQUIL ALLEN
ITS: BRANCH MANAGER
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>MICHAEL KWARCINSKI AND ELAINE L</u> KWARCINSKI 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 13TH day of JUNE, 2006.
(NOTARIAL SEAL) Maya Hayes
My commission expires: My Commission expires: Apr 27, 2009 BUNDED 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 <u>CHEQUIL ALLEN</u> whose name as <u>BRANCH</u>
MANAGER 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 13TH day of JUNE, 2006.
(NOTARIAL SEAL) Maya L. Hayes
My commission expires: My com
This instrument prepared by: Name: TEIA WILLIAMS
First Commercial Bank Address: P. O. Box 11746

Birmingham, Al 35202-1746

20060814000393870 3/3 \$40.50 Shelby Cnty Judge of Probate, AL 08/14/2006 11:09:37AM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 09-5-21-0-000-001-212A PARCEL OF LAND LOCATED IN THE CITY OF STERRETT, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER LOT: 447 IN FOREST PARKS 04 SECTOR PH 03 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 24-98 OF SHELBY COUNTY RECORDS.

09-5-21-0-000-001-212 233 LINWOOD RD; STERRETT, AL 35147-7026

3488-CLU-0013-CCA 28936294/f 9699199
FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

LENDERS ADVANTAGE

1228 EUCLID AVENUE, SUITE 400

CLEVELAND, OHIO 44115

ATTN: FT1120