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

9984943

This Amendment (the "Amendment") is made and entered into on JULY 25, 2006, by and between GLORIA L JACKSON, A SINGLE WOMAN (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

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Shelby Cnty Judge of Probate,AL
08/25/2006 08:24:29AM FILED/CERT

RECITALS

A. GLORIA L JACKSON (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 JUNE 10, 2004 (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 ONE THOUSAND AND ZERO CENTS 00/100-Dollars ($ 21,000.00)(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 # 20040702000365390 , 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 THIRTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE AND ZERO CENTS 00/100--Dollars ($ 32,875.00) (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 THIRTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE AND ZERO CENTS 00/100-----Dollars ($ 32,875.00).

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 THIRTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE AND ZERO CENTS 00/100--Dollars ($ 32,875.00).

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

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IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 25TH day of JULY, 2006.

_____(SEAL)
GLORIA L JACKSON

_____(SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: _____
T RAY MAULDIN
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 GLORIA L JACKSON 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 25TH day of JULY, 2006.

(NOTARIAL SEAL) _____
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 23, 2006
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 T RAY MAULDIN whose name as BRANCH 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 25TH day of JULY, 2006.

(NOTARIAL SEAL) _____
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:
Name: TEIA WILLIAMS
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746

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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 129, ACCORDING TO THE SURVEY OF PHASE 1, HIDDEN CREEK III AS RECORDED IN MAP BOOK 26, PAGE 13 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

15-FOOT BUILDING SETBACK LINE FROM HIDDEN CREEK PARKWAY AND 5-FOOT EASEMENT ON REAR OF SAID LOT AS SHOWN ON RECORDED MAP OF SAID SUBDIVISION.

TERM, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT NO. 1998-03074, AMENDED IN INSTRUMENT NO. 1998-03075, INSTRUMENT NO. 1998-03077, AMENDED IN INSTRUMENT NO. 1998-23229 AND INSTRUMENT NO. 1998-1568.

EASEMENT TO PLANTATION PIPE LINE AS RECORDED IN DEED BOOK 306, PAGE 416; DEED BOOK 252, PAGE 603 AND DEED BOOK 229, PAGE 335.

RIGHT OF WAY TO ALABAMA POWER COMPANY AS RECORDED IN DEED BOOK 127, PAGE 375.

Permanent Parcel Number: 13-6-13-4-004-002-000
GLORIA L. JACKSON, AN UNMARRIED PERSON

111 HIDDEN CREEK PKWY, PELHAM AL 35124
Loan Reference Number : CLU-5664-0010-TRM
First American Order No: 9984943
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

9984943

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EXHIBIT A
(continued)

JACKSON
9984943
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