

STATE OF ALABAMA)
SHELBY COUNTY)

9900044703

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 7th day of September, 2006 on behalf of William M. Griffin and Spouse, Susan B. Griffin (hereinafter called the "Mortgagee") and First American Bank, an Alabama Banking Corporation (the "Lender").

RECITALS

By Real Estate Mortgage dated February 11, 2004 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in instrument #20040301000104980 secure indebtedness in the original principal amount of \$190,000.00 (the "Mortgage"). The Mortgagor granted a mortgage to the Lender on real property described as:

THE LEGAL DESCRIPTION OF SAID REAL ESTATE IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE.

SUBJECT TO AN EXISTING FIRST MORTGAGE.

A. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:


A. The Secured Line of Credit. William M. Griffin and Susan B. Griffin, Husband and Wife, hereinafter called "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Two Hundred Seventy-Five Thousand Dollars and no/100 (\$275,000.00) (the "Credit Limit") under a certain open-end line of credit established by the lender for Borrower pursuant to an agreement entitled "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated September 7, 2006, (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

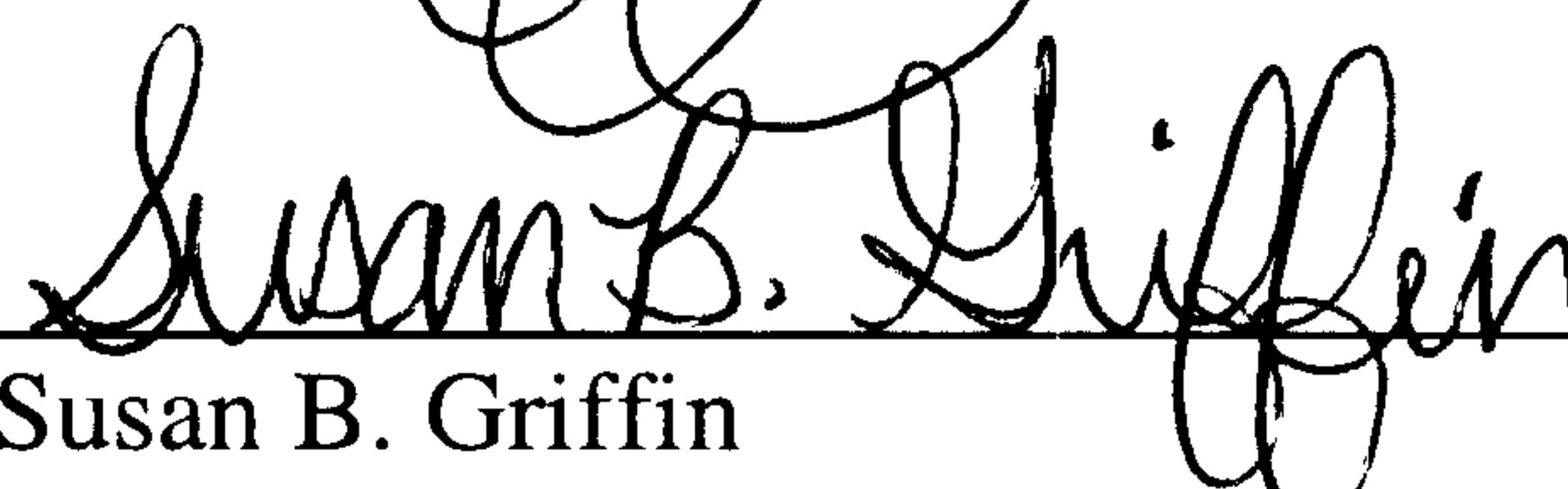
2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$275,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

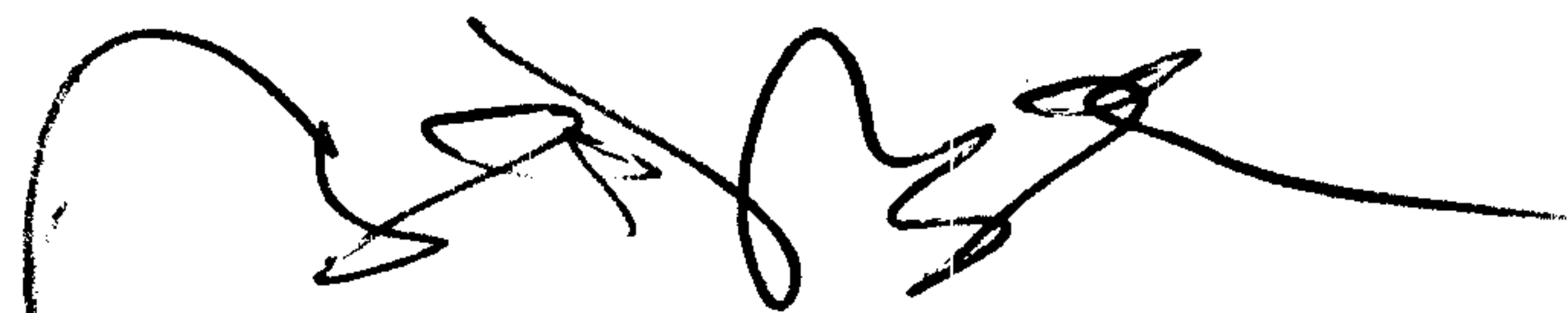
3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and years first above written.

BY: 
William M. Griffin

BY: 
Susan B. Griffin

FIRST AMERICAN BANK

BY: 
Bill Black
ITS Branch Manager

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$85,000.00**

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William M. Griffin and Susan B. Griffin whose names are signed to the foregoing instrument, and who are known to me, acknowledged before on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 7th day of September, 2006.

Linda G. Court
NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Bill Black whose name as Branch Manager of First American Bank, an Alabama Banking Corporation and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for as the act of said banking association.

Given under my hand and official seal this 7th day of September 7, 2006.

Linda G. Court
NOTARY PUBLIC

AFFIX SEAL

My commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Ann M Worley
First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686

Exhibit "A"
Legal Description

State of Alabama
Shelby County

Lot 259, according to the Survey of Highland Lakes, 2nd Sector, and Eddleman Community, as recorded in Map Book 20, page 150 in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision recorded as Instrument 1994/07111 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 2nd Sector, recorded as Instrument 1996/10928 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Property Address:

1301 Highland Lakes Trail
Birmingham, Alabama 35242



20061004000492760 4/4 \$147.50
Shelby Cnty Judge of Probate, AL
10/04/2006 03:37:45PM FILED/CERT

Schedule A
Form FT-T-11A
ALTA Commitment - 1966

Valid only if Schedule B-1 and B-2 are attached
Schedule A of this Commitment consists of 2 page(s)