



20061115000559720 1/4 \$56.75
Shelby Cnty Judge of Probate, AL
11/15/2006 12:13:02PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 11TH day of October, 2006, on behalf of George S. Harris and Vickie Harris, Husband and Wife (hereinafter called the "Mortgagee") and First American Bank, an Alabama Banking Corporation (the "Lender").

RECITALS

By Real Estate Mortgage dated December 22, 2004 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20050104000000930 to secure indebtedness in the original principal amount of \$20,900.00 (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"

- 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. George S. Harris and Vickie Harris, (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 Forty Five Thousand Four Hundred and No/100 (\$45,400.00) (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 October 11, 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:

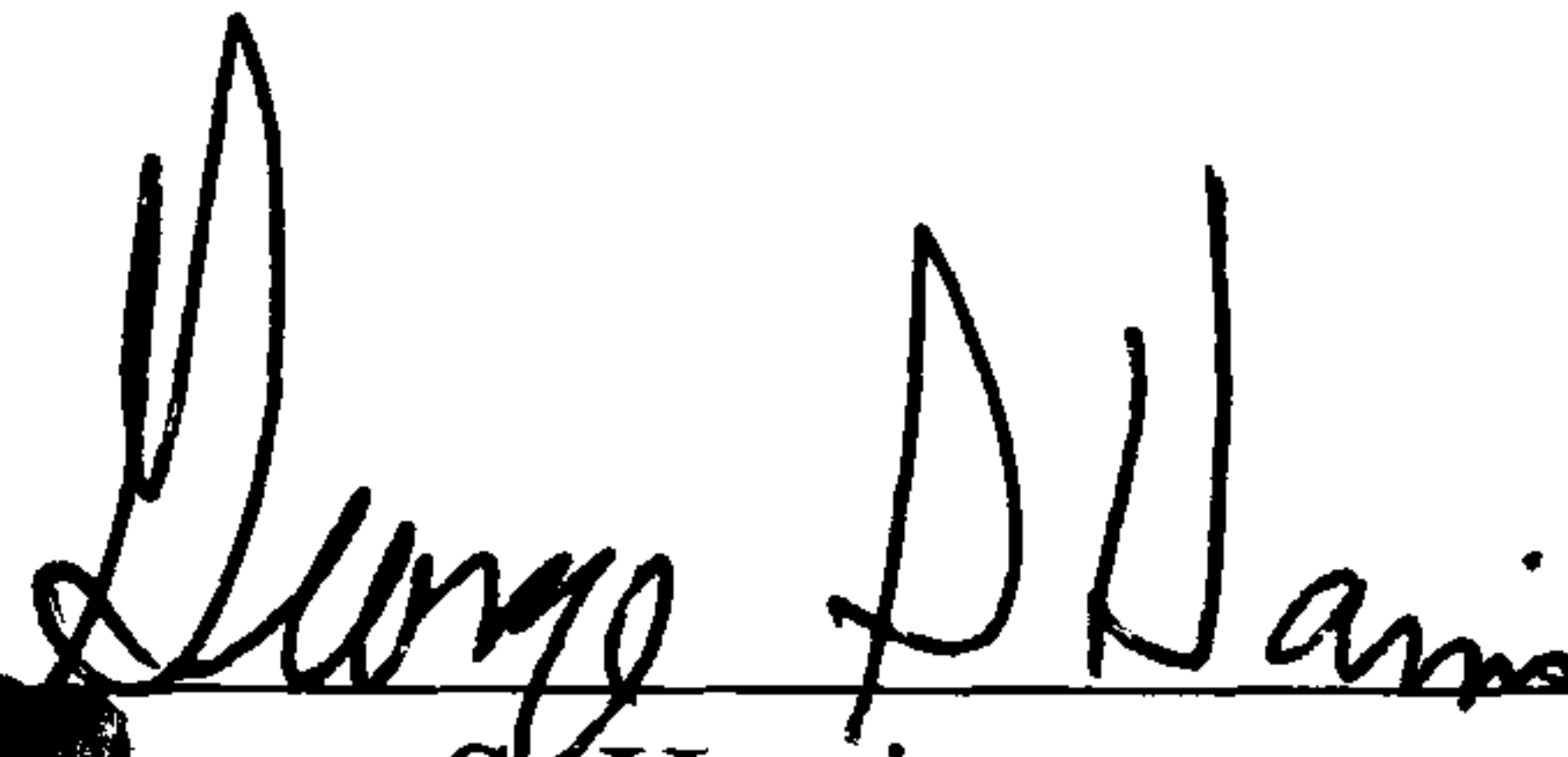


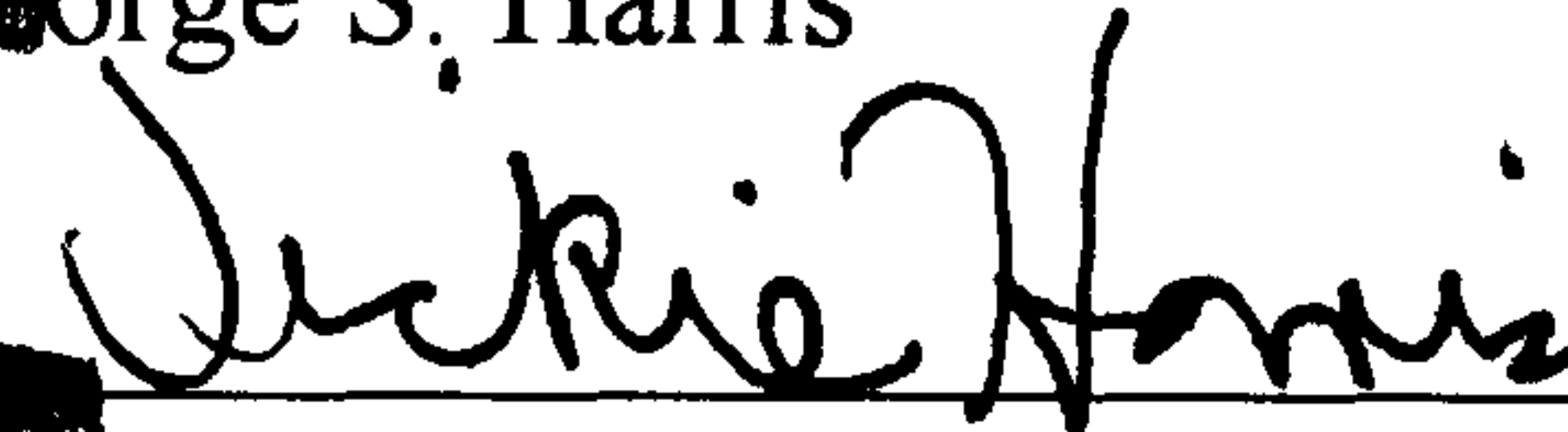
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C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Sections 40-22-2 (1) b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$45,400.00, 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: 
George S. Harris

BY: 
Vickie Harris

FIRST AMERICAN BANK
BY: 
Debra Parrott
ITS: Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL
INDEBTEDNESS OF \$24,500.00.**

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that George S. Harris and Vickie Harris 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 11th day of October, 2006.


NOTARY PUBLIC

AFFIX SEAL

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: July 12, 2009
~~NOTARY PUBLIC UNDERWRITERS~~

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Debra Parrott whose name as Vice President 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 11th day of October, 2006.


NOTARY PUBLIC

AFFIX SEAL

My commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: July 12, 2009
~~NOTARY PUBLIC UNDERWRITERS~~

THIS INSTRUMENT PREPARED BY:
Teresa Cottingham
First American Bank
P.O. Box 10686
Birmingham, Alabama 35202-0686



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EXHIBIT "A"
LEGAL DESCRIPTION

From a 1" pipe at the NE corner of Section 32, Township 21 South, Range 1 East, sighting 2668.97 feet West on a 5/8" rebar accepted as the NW corner of the NW 1/4-NE 1/4 of said Section 32; turn thence 00 degrees 32 minutes 46 seconds left and run 521.41 feet along a fence line to a 1/2" rebar; thence turn 00 degrees 03 minutes 03 seconds right and run 622.06 feet along a fence line to a 1/2" rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along a fence line for a distance of 359.60 feet to a 1/2" rebar; thence turn 00 degrees 07 minutes 54 seconds right and run 355.36 feet along a fence line to a 1/2" rebar; thence turn 00 degrees 12 minutes 40 seconds right and run 270.55 feet along a fence line to a 1/2" rebar; thence turn 00 degrees 10 minutes 40 seconds right and run 540.05 feet along a fence line to a 1/2" rebar on the accepted West boundary of the NW 1/4-NE 1/4 of said Section 32, said point being 20.91 feet South of aforementioned NW corner of said NW 1/4-NE 1/4; thence turn 89 degrees 55 minutes 53 seconds left and run 289.09 feet along the accepted West boundary of said NW 1/4-NE 1/4 to a 1/2" rebar that is 960.38 feet North of a 1/2" pipe accepted as the SW corner of said NW 1/4-NE 1/4; thence turn 89 degrees 55 minutes 00 seconds left and run 1525.13 feet to a 1/2" rebar; thence turn 90 degrees 00 minutes 24 seconds left and run 299.65 feet to the point of beginning of herein described parcel of land, situated in the N 1/2-NE 1/4 of Section 32, Township 21 South, Range 1 East, Shelby County, Alabama, subject to rights of way and easements of record, also, a 30' easement for ingress and egress description to-wit: From a 1" rebar at the NE corner of Section 32, Township 21 South, Range 1 Est, sighting South 1268.82 feet on a 1" solid bar at the accepted SE corner of the NE 1/4-NE 1/4 of said Section 32, run thence 1025.88 feet along said sight line to a 1/2" rebar on the Westerly boundary of Shelby County road #61 North (80' R.O.W.) said point being on a curve concave left, having a delta angle of 15 degrees 59 minutes 57 seconds and tangents of 405.02 feet; thence turn 20 degrees 40 minutes 43 seconds right and run a chord distance of 77.86 feet to a 1/2" rebar at a point of intersection with the centerline of a gravel drive known as Shores Drive, being the point of beginning of the centerline of herein described 30' easement for ingress and egress, said point being on a curve concave left, having a delta angle of 17 degrees 01 minute 03 seconds and tangents of 25.00 feet; thence turn 55 degrees 41 minutes 36 seconds right and run a chord distance of 46.51 feet to a 1/2" rebar at the P.T.; thence turn 08 degrees 00 minutes 01 seconds left and run 55.15 feet along said easement centerline to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 19 degrees 59 minutes 55 seconds and tangents of 40.00 feet; thence turn 09 degrees 59 minutes 57 seconds right and run a chord distance of 78.78 feet to a 1/2" rebar at the P.C. of a curve concave left, having a delta angle of 02 degrees 58 minutes 06 seconds and tangents of 125.53 feet; thence turn 08 degrees 30 minutes 54 seconds right and run a chord distance of 250.97 feet to a 1/2" rebar at the P.T.; thence turn 01 degree 29 minutes 03 seconds left and run 130.71 feet along said easement centerline to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 15 degrees 29 minutes 58 seconds and tangents of 30.00 feet; thence turn 07 degrees 44 minutes 59 seconds right and run a chord distance of 59.45 feet to a 1/2" rebar at the P.T.; thence turn 07 degrees 44 minutes 59 seconds right and run 193.79 feet along said easement centerline to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 13 degrees 21 minutes 26 seconds and tangents of 30.00 feet; thence turn 06 degrees 40 minutes 43 seconds right and run a chord distance of 59.59 feet to a 1/2" rebar at the P.T.; thence turn 06 degrees 40 minutes 43 seconds right and run 599.95 feet along said easement centerline to a 1/2" rebar; thence turn 28 degrees 56 minutes 47 seconds right and run 28.43 feet along said easement centerline to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 49 degrees 07 minutes 13 seconds and tangents of 75.00 feet; thence turn 24 degrees 33 minutes 37 seconds right and run a chord distance of 136.43 feet to a 1/2" rebar at the P.T.; thence turn 24 degrees 33 minutes 37 seconds right and run 93.04 feet along said easement centerline to a 1/2" rebar at the P.C. of a curve concave right, having a delta angle of 16 degrees 23 minutes 03 seconds and tangents of 150.00 feet; thence turn 08 degrees 11 minutes 31 seconds right and run a chord distance of 296.94 feet to a 1/2" rebar of the P.T.; thence turn 08 degrees 11 minutes 32 seconds right and run 39.83 feet along said easement centerline to a 1/2" rebar at the point of termination of the centerline of herein described 30' easement for ingress and egress.

Situated in Shelby County, Alabama.