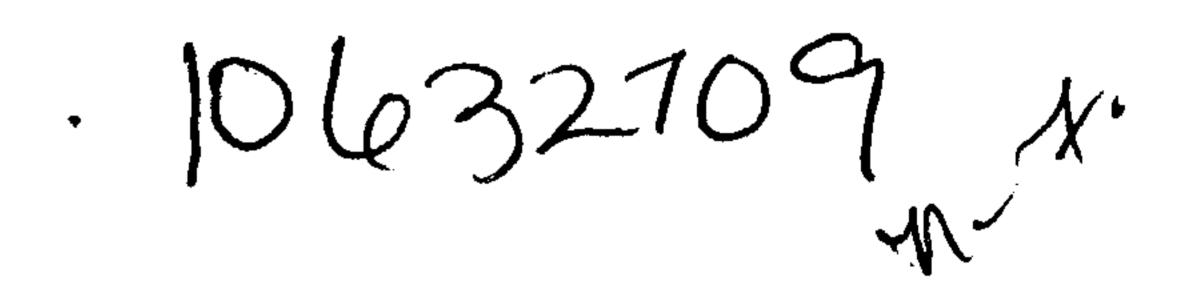
## AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made and entered into on OCTOBER 20, 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



- 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 AND AMENDED AGAIN MAY 2, 2006 (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 AMENDED TO TWENTY THOUSAND AND AMENDED AGAIN TO FIFTY THOUSAND-Dollars (\$ 10,000.00 TO 20,000.00 TO 50,000.00)(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 AMENDED IN 20051012000531520 AND AGAIN IN 20060612000276690, 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>EIGHTY FIVE THOUSAND AND ZERO CENTS--</u>Dollars (\$ <u>85,000.00</u>) (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>EIGHTY FIVE THOUSAND AND ZERO CENTS-----Dollars</u> (\$85,000.00).
- 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 EIGHTY FIVE THOUSAND AND ZERO CENTS-Dollars (\$ 85,000.00).

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

20061127000573300 1/3 \$/1.50 Shelby Cnty Judge of Probate, AL 11/27/2006 11:23:35AM FILED/CERT

JOHN CALANDMAN JE (SEAL)  JOHN CALANDMAN (SEAL)  JANITA H LANDMAN
FIRST COMMERCIAL BANK MORTGAGEE  BY STACY POUNDS 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>JOHN C LANDMAN JR AND LANITA H LANDMAN</u> 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 <u>20TH</u> day of <u>OCTOBER</u> , <u>2006</u> .
(NOTARIAL SEAL) Mary Albert Melstead
My commission expires: My Commission Expires April 13, 2009
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>STACY POUNDS</u> whose name as <u>BRANCH MANAGER</u> 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 <u>20TH</u> day of <u>OCTOBER</u> , <u>2006</u> .
(NOTARIAL SEAL) Stacy 1 Ramb May I blustead

My Commission Expires April 13, 2001°C

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>20TH</u> day of <u>OCTOBER</u>, <u>2006</u>.

This instrument prepared by: Name: TEIA WILLIAMS

My commission expires:

First Commercial Bank

Address: P.O. Box 11746

Birmingham, Al 35202-1746

20061127000573300 3/3 \$71.50 Shelby Cnty Judge of Probate, AL 11/27/2006 11:23:35AM FILED/CERT

## EXHIBIT "A"

## LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 397 MEADOW LAKE LN; CHELSEA, AL 35043-9401 CURRENTLY OWNED BY JOHN C LANDMAN AND LANITA H LANDMAN HAVING A TAX IDENTIFICATION NUMBER OF 09-8-34-0-001-029-000 AND FURTHER DESCRIBED AS COM A INT E ROW CO HWY 47 / NE ROW OLD CHELSEA RD SELY54.15 TO POB CONT SELY ALG ROW 560.95 N649.3D 605S W224.17 SELY176.01 SW70.38 SELY75 SW165.19 TO POB .

09-8-34-0-001-029-000 397 MEADOW LAKE LN; CHELSEA, AL 35043-9401

1193-CLU-0004-SCP 28509854/f



When recorded mail to:
First American Title Insurance Co.,
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
ATTN: NATIONAL RECORDINGS

LANDMAN JR
10632709

AL
FIRST AMERICAN LENDERS ADVANTAG
OPEN END MORTGAGE