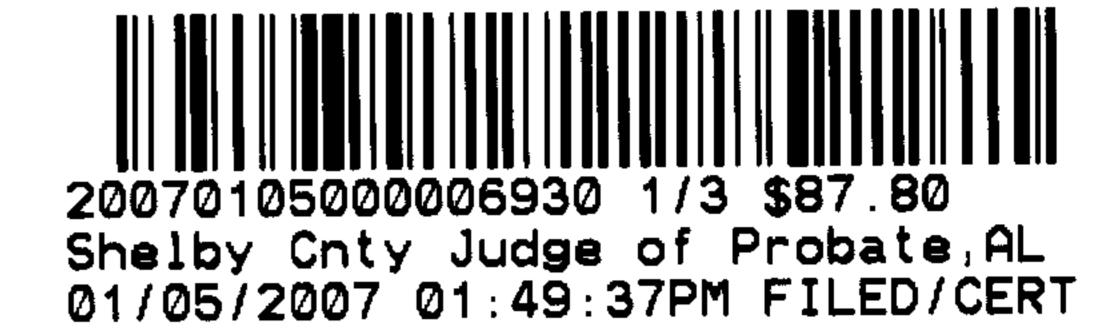
# AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

10950617

This Amendment (the "Amendment") is made and entered into on <u>DECEMBER 5, 2006</u>, by and between <u>THOMAS E JONES AND PATRICE I JONES, HUSBAND AND WIFE</u>, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

## RECITALS



## A. THOMAS E JONES AND PATRICE I JONES

(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 MARCH 28, 2002 AND AMENDED OCTOBER 4, 2005 (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 EIGHT THOUSAND AND ZERO CENTS AND AMENDED TO EIGHTY FIVE THOUSAND AND ZERO CENT-Dollars (\$28,000.00 TO 85,000.00)(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 # 2002-18625 AND AMENDED IN 20051020000546890, 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>ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED SEVENTY ANS ZERO CENTS --</u>Dollars (\$ 132,170.00) (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>ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED SEVENTY ANS ZERO CENTS -----</u>Dollars (\$ 132,170.00).
- 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 ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED SEVENTY ANS ZERO CENTS --Dollars (\$ 132,170.00).

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

20070105000006930 2/3 \$87.80 Shelby Cnty Judge of Probate, AL 01/05/2007 01:49:37PM FILED/CERT

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>5TH</u> day of <u>DECEMBER</u>, <u>2006</u>.

THOMAS E JONES

(SEAL)

TUIVU

(SEAL)

PATRICE I JONES

FIRST COMMERCIAL BANK

MORTGAGEE

BY:

CRAIG CAMPBELL

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>THOMAS E JONES AND PATRICE I JONES</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 5TH day of DECEMBER,

<u>2006</u>.

(NOTARIAL SEAL)

My commission expires:

Notary Public

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>CRAIG CAMPBELL</u> whose name as <u>BRANCH MANANGER</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>5TH</u> day of <u>DECEMBER</u>,

<u>2006</u>.

(NOTARIAL SEAL)

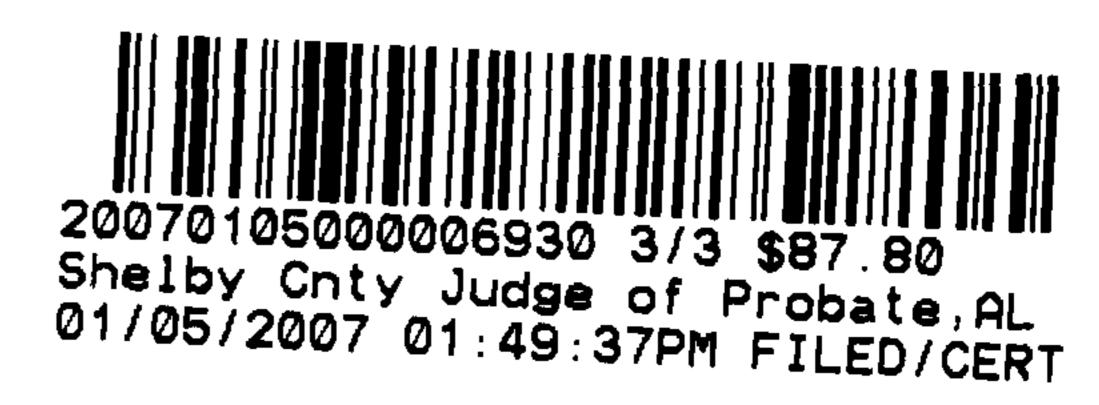
My commission expires:

This instrument prepared by:

Name: TEIA WILLIAMS

First Commercial Bank

Address: P. O. Box 11746



### EXHIBIT "A"

#### LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 09-3-07-0-005-017-000A PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER LOT: 417 IN EAGLE POINT 04 SECTOR AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 17-116 OF SHELBY COUNTY RECORDS.

09-3-07-0-005-017-000 4121 EAGLE CREST DR; BIRMINGHAM, AL 35242-4923

CAC

10950617/f

10950617 JONES

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FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT