

STATE OF ALABAMA           )  
SHELBY COUNTY            )

#9900007783

## SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage entered into this 11<sup>th</sup> day of January 2007, on behalf of Brant Phillip Smith and spouse, Mary Elizabeth Smith (hereinafter called "Mortgagor") in favor of First American Bank, an Alabama Banking Corporation (the "Lender").

- A. By Real Estate Mortgage dated July 29, 2003, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument 20031112000749080 to secure indebtedness in the original principal amount of \$20,800.00 (the "Mortgage"), and as amended by Amendment to Mortgage dated February 1, 2006 and recorded in Instrument 20060310000114440 to secure additional indebtedness in the amount of \$40,500.00 (the "Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

LOT 45, ACCORDING TO THE SURVEY OF FOREST LAKES, SECTOR 1, AS RECORDED IN MAP BOOK 28, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

- B. 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. Brant Phillip Smith and Mary Elizabeth Smith (hereinafter called the "Borrower", whether one or More) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Fifty Thousand Three Hundred Dollars and No/100--(\$50,300.00) (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 January 11, 2007(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:

20070216000072710 2/4 \$35.70  
Shelby Cnty Judge of Probate, AL  
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C. Mortgage Tax. This Mortgage secured open end or evolving 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 \$50,300.00 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 increase 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 year first above written.

By: Brant Phillip Smith  
Brant Phillip Smith

By: Mary Elizabeth Smith  
Mary Elizabeth Smith

FIRST AMERICAN BANK

By: Jim Beatty  
Jim Beatty, Assistant Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF  
\$9,800.00.**

20070216000072710 3/4 \$35.70  
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STATE OF ALABAMA            )  
SHELBY COUNTY                )

I, the undersigned authority, in and for said county in said state, hereby certify that Jim Beatty, whose name as Assistant 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, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal of office this 11<sup>th</sup> day of January, 2007.

AFFIX SEAL

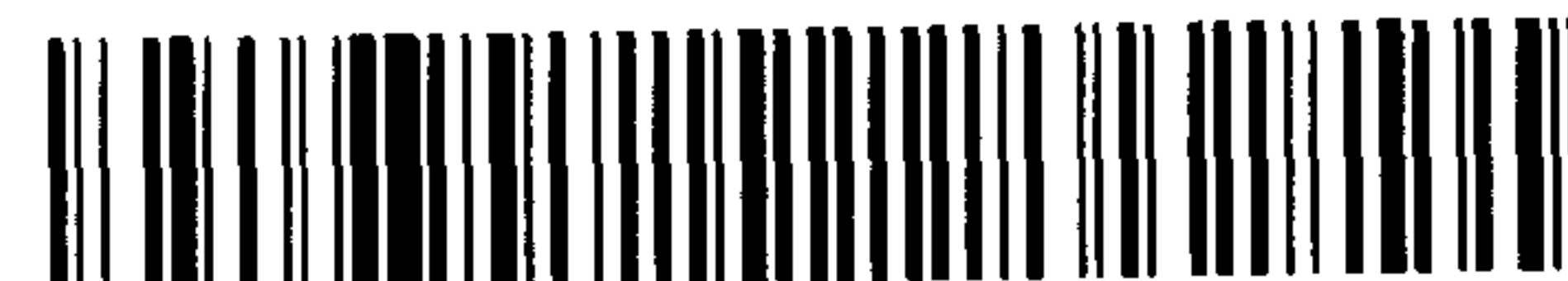
Sally Marie Wicker  
NOTARY PUBLIC

**My Commission Expires**  
**January 23, 2010**

My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Carolyn Wardlaw  
First American Bank  
P.O. Box 10686  
Birmingham, Alabama 35202-0686



20070216000072710 4/4 \$35.70  
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Brant Phillip Smith and Mary Elizabeth Smith, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me 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 11<sup>th</sup> day of January, 2007.

AFFIX SEAL

  
NOTARY PUBLIC

My Commission Expires  
~~My Commission Expires~~  
~~January 23, 2010~~  
January 23, 2010

My Commission Expires: \_\_\_\_\_