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

This Amendment (the "Amendment") is made and entered into on <u>FEBRUARY 5, 2007</u>, by and between <u>SHEA LLOYD AND BRIAN LLOYD</u>, A <u>MARRIED COUPLE</u>, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

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#### RECITALS

## A. SHEA LLOYD AND BRIAN LLOYD

(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 NOVEMBER 26, 2004 (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 EIGHTEEN THOUSAND AND ZERO CENTS-Dollars (\$ 18,000.00)(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 # 20041214000682500, 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>THIRTY FIVE THOUSAND AND ZERO CENTS--</u>Dollars (\$ 35,000.00) (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>THIRTY FIVE THOUSAND AND ZERO CENTS-----Dollars</u> (\$ 35,000.00).
- 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 THIRTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 35,000.00).

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>5TH</u> day of <u>FEBRUARY</u> , <u>2007</u> .
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SHEA LLOYD (SEAL)
BRIAN/LLOYD (SEAL)
FIRST COMMERCIAL BANK MORTGAGEE
BY: The For Choise Con
CHRISSI COOK  ITS: BRANCH MANAGER
INDIVIDUAL ACKNOWLEDGEMENT
INDIVIDUAL ACRNOWLEDGEMENT
STATE OF ALABAMA ) JEFFERSON COUNTY )
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that <u>SHEA LLOYD AND BRIAN LLOYD</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>5TH</u> day of <u>FEBRUARY</u> ,
2007.  (NOTARIAL SEAL)  (NOTARIAL SEAL)  (NOTARIAL SEAL)  Notary/Public  My commission expires:  [My 24, 2006]
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>CHRISSI COOK</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 5TH day of FEBRUARY,
2007. (NOTARIAL SEAL)  (NOTARIAL SEAL)
(NOTARIAL SEAL)  (NOTARIAL SEAL)  Novary Public
(NOTARIAL SEAL)  My commission expires:  We 24, 2005  My commission expires:
This instrument prepared by:  Name: TEIA WILLIAMS  First Commercial Bank

Address: P.O. Box 11746

Birmingham, Al 35202-1746

## EXHIBIT "A"

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#### LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 14-3-07-1-002-004-000A PARCEL OF LAND LOCATED IN THE CITY OF PELHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER LOT: 4 IN EMERALD LAKE 01 AMD AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 19-73 OF SHELBY COUNTY RECORDS.

14-3-07-1-002-004-000 108 EMERALD LAKE DR; PELHAM, AL 35124-4807

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31787973/f

11362934 AL
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

When recorded mail to:

FIRST AMERICAN TITLE INSURANCE

LENDERS ADVANTAGE

1100 SUPERIOR AVENUE, SUITE 200

CLEVELAND, OHIO 44114

ATTN: FT1120