

STATE OF ALABAMA )  
SHELBY COUNTY )

#9900041337

### AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 27th day of February, 2007, on behalf of Michael J Harmon and Spouse, Patricia M Harmon (hereinafter called the "Mortgagee") and First American Bank, an Alabama Banking Corporation (the "Lender").

### RECITALS

By Real Estate Mortgage dated October 25, 2004 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #20041101000600970 to secure indebtedness in the original principal amount of \$75,000.00 (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" AND MADE A PART HEREOF BY REFERENCE.

- 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. Michael J Harmon (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 One Hundred Thousand and No/100 Dollars (\$100,000.00) (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 February 27, 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:

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 \$100,000.00, 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: Michael J Harmon  
Michael J Harmon

BY: Patricia M Harmon  
Patricia M Harmon

FIRST AMERICAN BANK

BY: [Signature]  
ITS: Assistant Vice President

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL  
INDEBTEDNESS OF \$25,000.00**

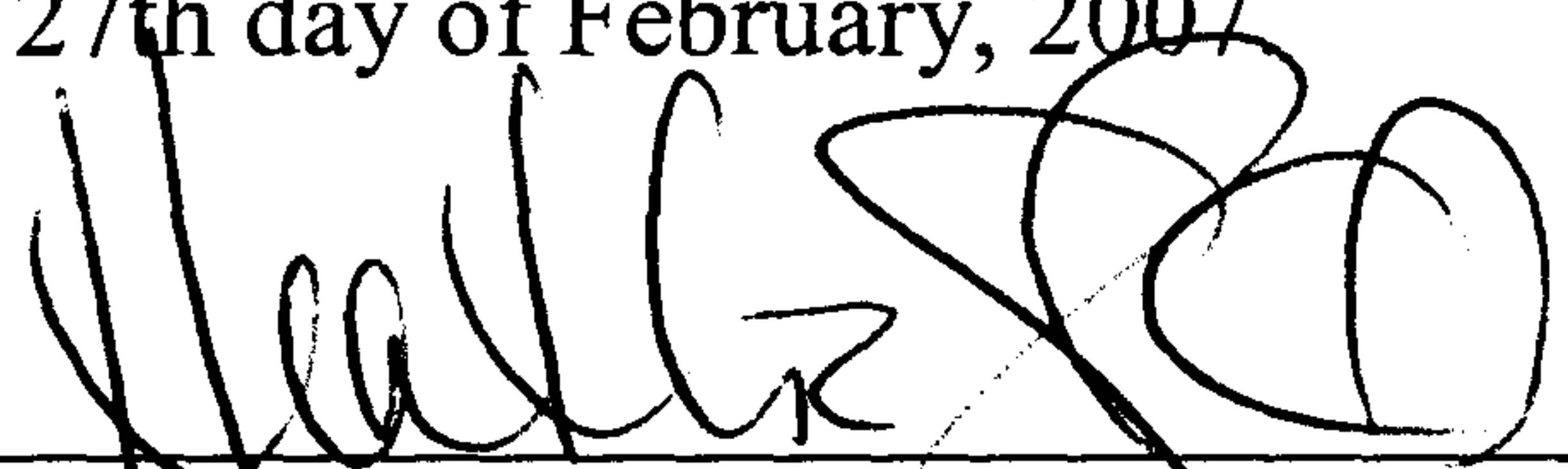


20070425000190880 2/4 \$57.50  
Shelby Cnty Judge of Probate, AL  
04/25/2007 10:12:08AM FILED/CERT

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michael J Harmon and Patricia M Harmon, 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 27th day of February, 2007

  
NOTARY PUBLIC

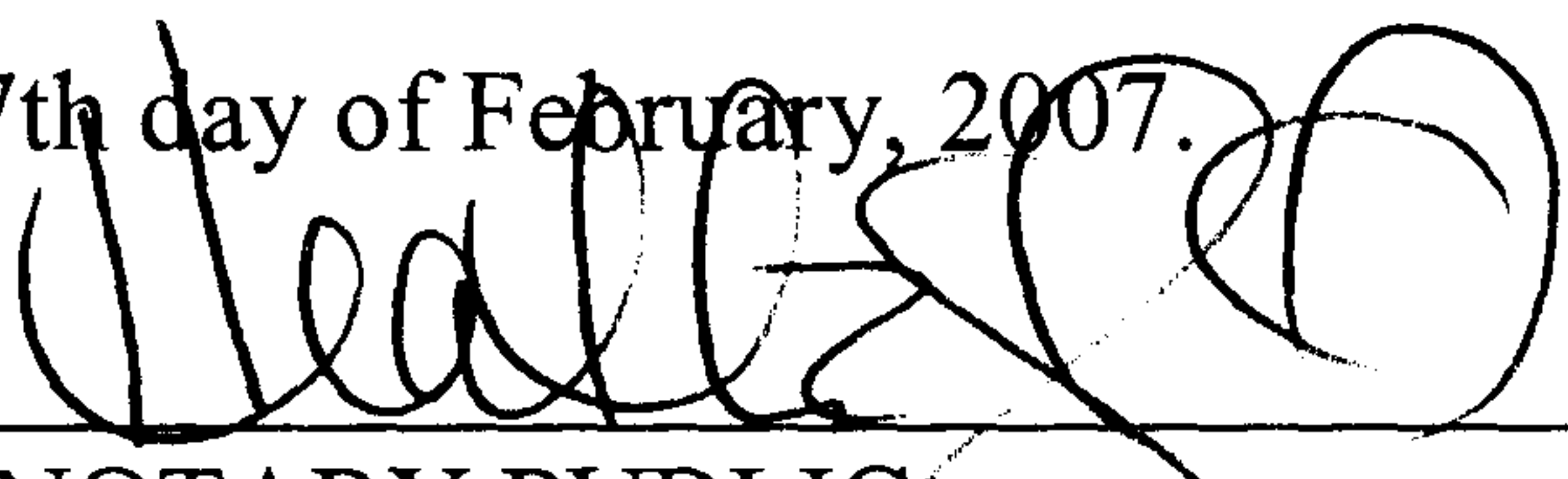
AFFIX SEAL

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 21, 2007**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that Brant Langford, 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, 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 27th day of February, 2007.

  
NOTARY PUBLIC

AFFIX SEAL

My commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 21, 2007**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

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


  
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Shelby Cnty Judge of Probate, AL  
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EXHIBIT "A"

Lot 2113 A, a resurvey of lots 2112, 2113 and 2114 Highland Lakes 21<sup>st</sup> Sector Phase I & Phase II an Eddleman Community, as recorded in Map Book 32, page 110 in the Office of the Judge of Probate, Shelby County, Alabama;

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, A Residential Subdivision, as recorded in Inst. # 1994-07111 and amended in Inst. # 1996-17543 and further amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, A Residential Subdivision, 21<sup>st</sup> Sector, Phase I & II, recorded in Inst. No. 20020716000332740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.



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