

### THIRD AMENDMENT TO MORTGAGE

This Third Amendment to Mortgage entered into this 22nd day of June, 2007, on behalf of Douglas Robert Gans and Spouse, Patricia Ann Gans (hereinafter called "Mortgagor") in favor of First American Bank, an Alabama Banking Corporation (the "Lender").

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument 20031027000 at Page 713800 (the "Mortgage"), the Mortgagor granted a mortgage to the Lender to secure indebtedness in the original principal amount of \$50,000.00 (the "Loan), and as amended by Amendment to Mortgage dated January 14, 2005, and recorded at Instrument # 20050222000083960 to secure additional indebtedness in the amount of \$ 80,000.00 (the "Amendment to Mortgage"), and further amended by Second Amendment to Mortgage dated November 18, 2005 to secure additional indebtedness of \$ 100,000.00 and recorded at Instrument # 20060110000017230 (the "Second Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

SEE ATTACHED EXHIBIT "A"

\*\*\* DOUGLAS ROBERT GANS AND DOUGLAS R. GANS ARE ONE AND THE SAME PERSON.

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. Douglas Robert Gans (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 One Hundred Fifty Thousand Dollars and no/100 (\$ 150,000.00) (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 June 22, 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

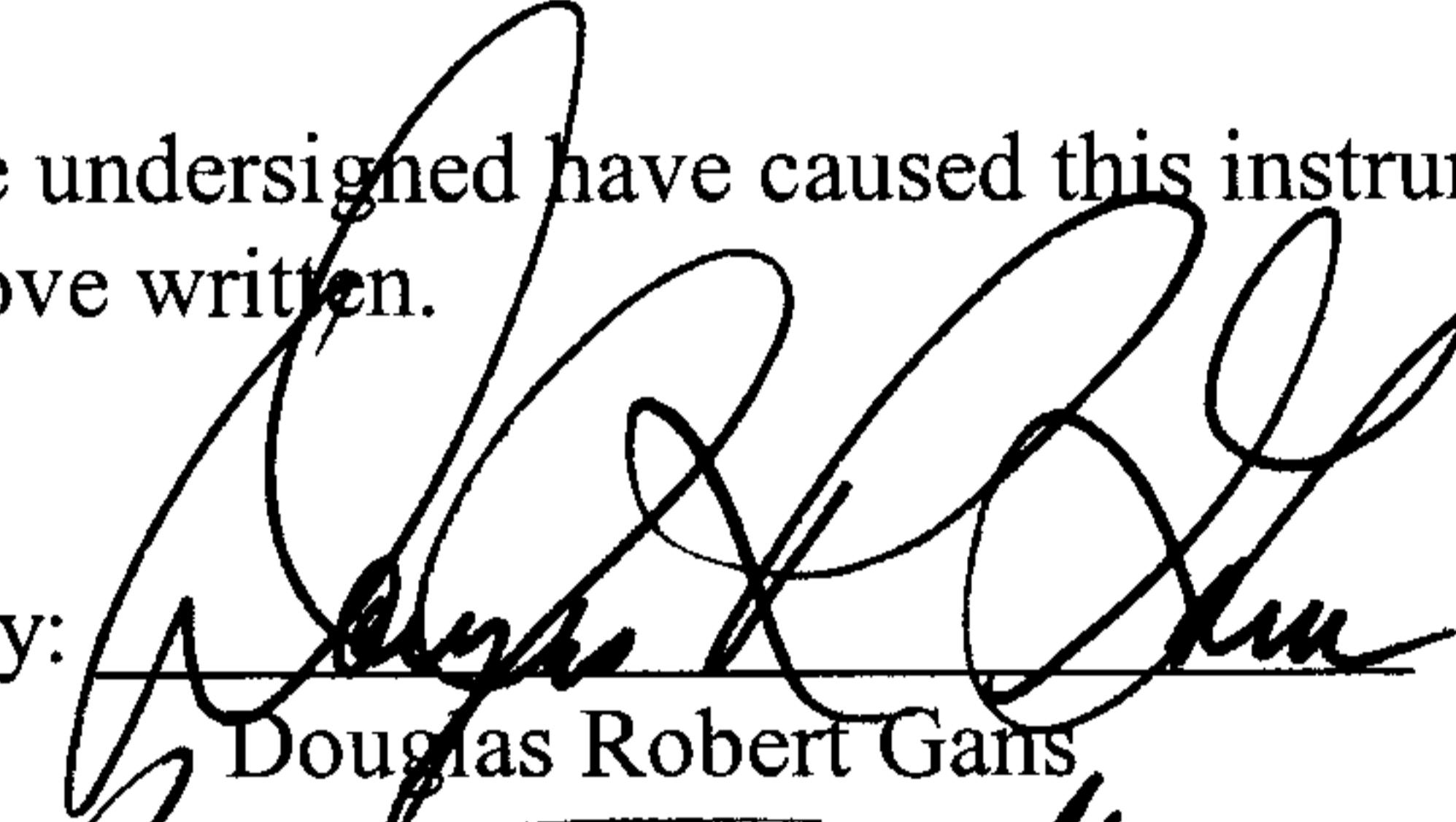
maximum principal amount at any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage 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 \$ 150,000.00 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 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: 

Douglas Robert Gans

By: 

Patricia Ann Gans

FIRST AMERICAN BANK

By: 

Its: \_\_\_\_\_

**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTNESS  
OF \$ 50,000.00.**



20070726000349800 2/4 \$97.00  
Shelby Cnty Judge of Probate, AL  
07/26/2007 03:50:36PM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas Robert Gans and Patricia Ann Gans whose name is signed to the foregoing instrument, and who is 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 of office this 22nd day of June, 2007.

AFFIX SEAL



My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 10, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ 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 22nd day of June, 2007.

AFFIX SEAL

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

THIS INSTRUMENT PREPARED BY:

Ginger Stevens

First American Bank

P.O. Box 10686

Birmingham, Alabama 35202-0686

  
20070726000349800 3/4 \$97.00  
Shelby Cnty Judge of Probate, AL  
07/26/2007 03:50:36PM FILED/CERT

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 15 GO NORTH 01 DEGREES 40 MINUTES 52 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID 1/4-1/4 SECTION FOR 560.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG PREVIOUS COURSE FOR 447.24 FEET; THENCE NORTH 85 DEGREES 09 MINUTES 17 SECONDS EAST FOR 604.21 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF BIG OAK DRIVE; THENCE SOUTH 06 DEGREES 32 MINUTES 15 SECONDS EAST ALONG SAID BOUNDARY FOR 145.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 05 DEGREES 54 MINUTES 28 SECONDS AND A RADIUS OF 388.10 FEET; THENCE ALONG SAID CURVE 40.00 FEET; THENCE SOUTH 62 DEGREES 53 MINUTES 50 SECONDS WEST FOR 688.81 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.



20060110000017230 4/4 \$50.00  
Shelby Cnty Judge of Probate, AL  
01/10/2006 02:24:38PM FILED/CERT



20070726000349800 4/4 \$97.00  
Shelby Cnty Judge of Probate, AL  
07/26/2007 03:50:36PM FILED/CERT