

## SECOND AMENDMENT TO MORTGAGE

This Second Amendment to Mortgage entered into this 11th day of January, 2008, on behalf of Michael J. Harmon and Patricia M. Harmon, husband and Wife (hereinafter called "Mortgagor") in favor of First American Bank, an Alabama Banking Corporation (the "Lender").

- A. By Real Estate Mortgage recorded November 1, 2004 in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20041101000600970 and recorded December 1, 2004 in Instrument Number 20041201000657800, to secure indebtedness in the original principal amount of \$ 75,000.00 (the "Mortgage"), and as amended by Amendment to Mortgage dated February 27, 2007, and recorded at Instrument Number 20070425000190880 to secure additional indebtedness in the amount of \$ 100,000.00 (the "Amendment to Mortgage"), the Mortgagor, granted a mortgage to the Lender on real property described as:

See Attached Exhibit "A"

\*\*\* Property Address: 220 Salisbury Circle, Birmingham, AL 35242

- 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. Michael J. Harmon (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 January 11, 2008 (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: Michael J. Harmon

By: Patricia M. Harmon

FIRST AMERICAN BANK

By: [Signature]  
Its: Vice President  
Branch Manager

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

  
20080124000031540 2/4 \$95.00  
Shelby Cnty Judge of Probate, AL  
01/24/2008 11:58:42AM 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 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 this 11th day of January, 2008.

AFFIX SEAL

Joseph Pitts  
NOTARY PUBLIC

My Commission Expires: My Commission Expires November 3, 2010.

STATE OF ALABAMA                    )  
SHELBY COUNTY                        )

I, the undersigned authority, in and for said county in said state, hereby certify that Kim Earl, whose name as Branch Manager 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 11th day of January, 2008.

AFFIX SEAL

\_\_\_\_\_  
NOTARY PUBLIC

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

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

  
20080124000031540 3/4 \$95.00  
Shelby Cnty Judge of Probate, AL  
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# *First American Title Insurance Company*

## SCHEDULE A – LEGAL DESCRIPTION

Agent's File No.: 149871

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.



20080124000031540 4/4 \$95.00  
Shelby Cnty Judge of Probate, AL  
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