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

This Amendment (the "Amendment") is made and entered into on MAY 16TH, 2008, by and between STEPHEN C SCHNEIDER AND CATHY T SCHNEIDER A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

## RECITALS

373198007

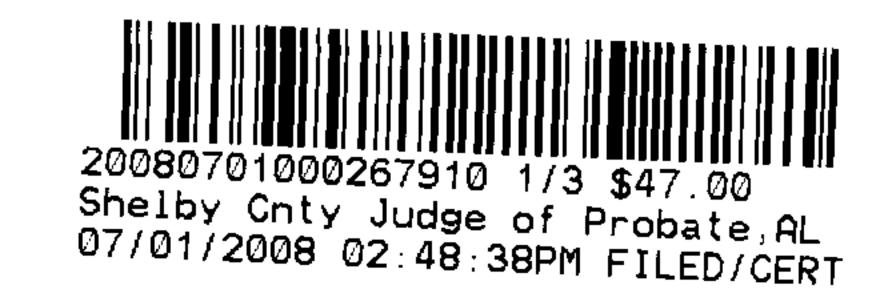
A. STEPHEN C SCHNEIDER AND CATHY T SCHNEIDER (hereinafter called the "Borrower", whether on or more) has (have) entered into an agreement entitled First Commercial Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated FEBRUARY 11<sup>TH</sup>, 2003 (the "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 EIGHTY THOUSAND DOLLARS AND NO/100-Dollars (\$80,000.00)(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 # 20030325000177 610, 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>ONE HUNDRED THOUSAND DOLLARS AND NO/100--</u>Dollars (\$ 100,000.00) (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>ONE HUNDRED THOUSAND DOLLARS AND NO/100-</u>
  ----Dollars (\$ 100,000.00).
- 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 ONE HUNDRED THOUSAND DOLLARS AND NO/100--Dollars (\$ 100,000.00).

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 16TH day of MAY, 2008.  (SEAL)  STEPHEN C SCHNEIDER  FIRST COMMERCIAL BANK MORTGAGEE  BY:  ANGELA L WILDER  ITS: ASST BRANCH MANAGER
INDIVIDUAL 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>STEPHEN C SCHNEIDER AND CATHY T SCHNEIDER</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 16TH day of MAY, 2008.
(NOTARIAL SEAL)  NOTARIAL SEAL)  NOTARY PUBLIC STATE OF AL NOTARY PUBLIC WAY COMMISSION EXPIRES: Sept 23, 2010  BONDED THRU NOTARY PUBLIC UNDERWRITERS
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>ANGELA L WILDER</u> whose name as <u>ASST 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 16TH day of MAY, 2008.  (NOTARIAL SEAL)
MY COMMISSION EXPIRES: Mar 15, 2010  My commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITTENS
This instrument prepared by:

Name:

BARBARA WOODING

Address: P.O. Box 11746

First Commercial Bank

Birmingham, Al 35202-1746

20080701000267910 2/3 \$47.00 Shelby Cnty Judge of Probate, AL 07/01/2008 02:48:38PM FILED/CERT

## **EXHIBIT "A"**

## LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 15-5-22-0-000-004-024A PARCEL OF LAND LOCATED IN THE CITY OF CHELSEA, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:BEING LOT NUMBER LOT:11-A IN TWELVE OAKS AMD MAP RESUB AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 16-142 OF SHELBY COUNTY RECORDS.

15-5-22-0-000-004-024 254 TWELVE OAKS CIR; CHELSEA, AL 35043-9705

ahw-schneider 37319867/f SCHNEIDER
37319867 AL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

WHEN RECORDED, RETURN TO: EQUITY LOAN SERVICES, INC. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING-FACT