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Shelby Cnty Judge of Probate, AL
06/30/2011 02:22:46 PM FILED/CERT

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

This Amendment (the "Amendment") is made and entered into on June 20, 2011, by and between Donald Keith Owens AKA Donald K Owens A Married Man and Kimberly M Owens His Wife (hereinafter called the "Mortgagor", whether one or more) and First Commercial, a division of Synovus Bank (hereinafter called the "Mortgagee").

RECITALS

A. Donald Keith Owens AKA Donald K Owens a Single Man (hereinafter called the "Borrower", whether one or more) has (have) entered into an agreement entitled First Commercial, a division of Synovus Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated April 17, 2006 (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 Thirty Three Thousand Seven Hundred Fifty Dollars and NO/100-----Dollars (\$33,750.00) (the "Credit Limit").

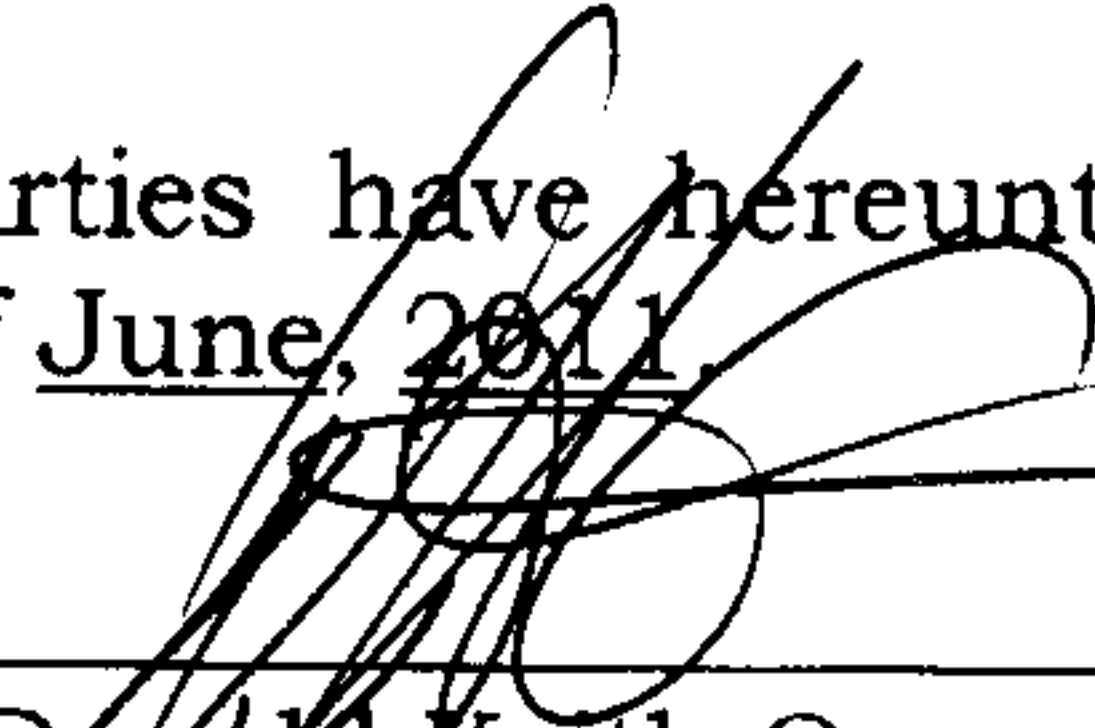

B. The Mortgagor has executed in favor of the Mortgagee an Open - End Credit, Future Advance Real Estate Mortgage and Security Agreement (the "Mortgage") recorded in Inst # 20060419000181230 recorded, April 19, 2006, in the Probate Office of Shelby County, Alabama. The Mortgage secures (among other things) 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 change the **VESTING** status of the mortgagor(s) and amend as follows: Donald Keith Owens AKA Donald K Owens A Married Man and Kimberly M Owens His Wife.

D. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into this Amendment.

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 20th day of June, 2011.


_____(SEAL)
Donald Keith Owens AKA Donald K Owens

_____(SEAL)
Kimberly M Owens

FIRST COMMERCIAL,
a division of Synovus Bank
MORTGAGEE

BY: 
Rose Ann Rawlins
ITS: 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 Donald Keith Owens AKA Donald K Owens A Married Man and Kimberly M Owens His Wife. 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 20th day of June, 2011.

(NOTARIAL SEAL)

Shelicia R. Shothner

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires Nov 18, 2012 Notary Public
~~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 Rose Ann Rawlins whose name as Branch Manager of First Commercial, a division of Synovus Bank, 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 20th day of June, 2011.

(NOTARIAL SEAL)

Shelicia R. Shothner

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My commission expires Nov 18, 2012 Notary Public
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

This instrument prepared by:

Janie Briggs

First Commercial, a division of Synovus Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746



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