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

This Amendment (the "Amendment") is made and entered into on <u>FEBRUARY 10, 2007</u>, by and between <u>CHARLES S GIVIANPOUR AND CONCETTA GIVIANPOUR</u>, A <u>MARRIED COUPLE</u>, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

20070313000113610 1/2 \$74.00 Shelby Cnty Judge of Probate, AL 03/13/2007 03:32:09PM FILED/CERT

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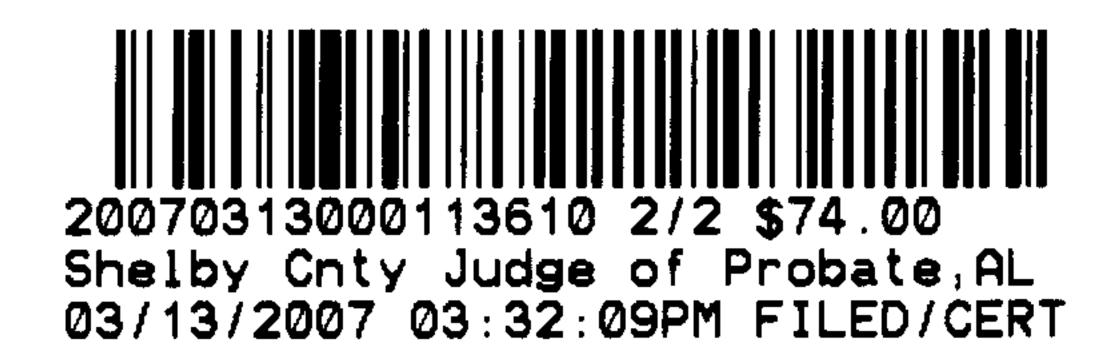
A. <u>CHARLES S GIVIANPOUR AND CONCETTA GIVIANPOUR</u> (hereinafter called the "Borrower", whether on or more) has (have) entered into an agreement entitled First Commercial Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated <u>MARCH 6, 2002</u> (the "Credit Agreement"). The Credit Agreement provides for an openend 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 <u>TWO HUNDRED THOUSAND AND ZERO CENTS-Dollars</u> (\$ 200,000.00)(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 # 2002/13927, 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>TWO HUNDRED FORTY THOUSAND AND ZERO CENTS--</u>Dollars (\$ <u>240,000.00</u>) (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>TWO HUNDRED FORTY THOUSAND AND ZERO CENTS-----</u>Dollars (\$ <u>240,000.00</u>).
- 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 TWO HUNDRED FORTY THOUSAND AND ZERO CENTS-Dollars (\$ 240,000.00).

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



(SEAL)

(SEAL)

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>10TH</u> day of <u>FEBRUARY</u>, <u>2007</u>.

CHARLES, S GWIANPOUR

CONCETTA CAVIANPOUR

FIRST COMMERCIAL BANK

	MORTGAGEE
	BY: CHRISSI COOK
	ITS: BRANCH MANAGER
	INDIVIDUAL ACKNOWLEDGEMENT
STATE OF ALABAMA JEFFERSON COUNT	
	ned authority, a Notary Public in and for said County, incertify that <u>CHARLES S GIVIANPOUR AND CONCETTA</u>
me, acknowledged be	gned to the foregoing amendment, and who are known to fore me on this day that, being informed of the contents of executed the same voluntarily on the day the same
Given under n 2007.	ny hand and Official seal this <u>10TH</u> day of <u>FEBRUARY</u> ,
(NOTARIAL SEAL)	Elizabet J. Zlaker Notary Public
My commission expir	
	CORPORATE ACKNOWLEDGEMENT
STATE OF ALABAMA JEFFERSON COUNT	
said State, hereby MANAGER of First Camendment, and whethat, being informed	ned authority, a Notary Public in and for said County, in certify that <u>CHRISSI COOK</u> whose name as <u>BRANCH</u> ommercial Bank, a corporation, is signed to the foregoing o is known to me, acknowledged before me on this day of the contents of said amendment, (s)he, as such officerty, executed the same voluntarily for and as the act of said
Given under m 2007.	ny hand and Official seal this 10TH day of FEBRUARY,
(NOTARIAL SEAL)	Elegaliet VI Plube
My commission expire	Notary Public es: 2/209
This instrument prepared Name: TEIA WILLIAMS First Commercia Address: P. O. Box 11746 Birmingham, Al	al Bank