


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

11727536

This Amendment (the "Amendment") is made and entered into on MARCH 20 2007, by and between RUSSELL Q ALLISON AND LINDSEY J ALLISON, A MARRIED COUPLE, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

**RECITALS**

  
20070420000183920 1/3 \$92.00  
Shelby Cnty Judge of Probate, AL  
04/20/2007 01:03:10PM FILED/CERT

A. RUSSELL Q ALLISON AND LINDSEY J ALLISON (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 NOVEMBER 13, 2000 AND AMENDED MAY 15, 2002 (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 FIFTY THOUSAND AND ZERO CENTS AND AMENDED TO SEVENTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 50,000.00 TO 75,000.00)(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 # 2001/01579 AND AMENDED IN 20020822000400760, 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 ONE HUNDRED TWENTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 125,000.00) (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 ONE HUNDRED TWENTY FIVE THOUSAND AND ZERO CENTS-----Dollars (\$ 125,000.00).

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 TWENTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 125,000.00).

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 MARCH, 2007.

RUSSELL Q ALLISON (SEAL)

LINDSEY J ALLISON (SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: Chrissi Cook  
CHRISSI COOK

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 RUSSELL Q ALLISON AND LINDSEY J ALLISON 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 MARCH, 2007.

(NOTARIAL SEAL)

Jellani Vianetti Yow Antecol  
Notary Public

My commission expires: June 24, 2008

#### 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 CHRISSI COOK whose name as BRANCH MANAGER 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 20TH day of MARCH, 2007.

(NOTARIAL SEAL)

Jellani Vianetti Yow Antecol  
Notary Public

My commission expires: June 24, 2008

This instrument prepared by:

Name: TEIA WILLIAMS

First Commercial Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746

20070420000183920 3/3 \$92.00  
Shelby Cnty Judge of Probate, AL  
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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 7, ACCORDING TO THE SURVEY OF BROOKSTONE ESTATES, AS  
RECORDED IN MAP BOOK 4, PAGE 53, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 108280001013000  
RUSSELL Q. ALLISON AND WIFE, LINDSEY J. ALLISON,  
AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

454 VALLEY VIEW ROAD, BIRMINGHAM AL 35124  
Loan Reference Number : 0012-ACC-CLU-0307  
First American Order No: 11727536  
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

ALLISON  
11727536

AL

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT



When recorded mail to:

**FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120**