

13297679

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

This Amendment (the "Amendment") is made and entered into on October 10, 2007, by and between H. Frank Holmes and Martha H. Holmes, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. H. Frank Holmes and Martha H. Holmes (hereinafter called the "Borrower", whether one 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 May 10, 2005 (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 One hundred thousand and no/100--Dollars (\$ 100,000.00)(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 # 20050628000318290, 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 fifty thousand and no/100--Dollars (\$ 150,000.00) (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 fifty thousand and no/100----Dollars (\$ 150,000.00).

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 fifty thousand and no/100--Dollars (\$ 150,000.00).

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


20071022000487890 1/3 \$92.00
Shelby Cnty Judge of Probate, AL
10/22/2007 11:35:23AM FILED/CERT

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 10th day of October, 2007.

H. Frank Holmes (SEAL)
H. Frank Holmes

Martha H. Holmes (SEAL)
Martha H. Holmes

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Lewis G. Burks
Lewis G. Burks
ITS: Private Banking Officer

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 H. Frank Holmes and Martha H. Holmes 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 10th day of October, 2007.

(NOTARIAL SEAL)

Melinda C. Flowers
Notary Public

My commission expires: _____

MELINDA C. FLOWERS
NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lewis G. Burks whose name as Private Banking Officer 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 10th day of October, 2007.

(NOTARIAL SEAL)

Melinda C. Flowers
Notary Public

My commission expires: _____

MELINDA C. FLOWERS
NOTARY PUBLIC
STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: Helen Ancic
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746

20071022000487890 2/3 \$92.00
Shelby Cnty Judge of Probate, AL
10/22/2007 11:35:23AM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 10-1-12-0-001-008-017A
PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF
SHELBY, STATE OF ALABAMA, AND KNOWN AS:



BEING LOT NUMBER LOT:18 BLOCK:3 IN BROKEN BOW AS SHOWN IN THE
RECORDED PLAT/MAP THEREOF IN 7-145 OF SHELBY COUNTY RECORDS.

10-1-12-0-001-008-017

3461 N BROKEN BOW DR; BIRMINGHAM, AL 35242-3215

8428-929-0700-PB

13297679/f

 HOLMES
13297679 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