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

This Amendment (the "Amendment") is made and entered into on NOVEMBER 14, 2007, by and between <u>D MICHAEL WEBB AND PHELAN G WEBB</u>, A MARRIED COUPLE, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

## RECITALS

A. <u>D MICHAEL WEBB AND PHELAN G WEBB</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>FEBRUARY 15, 2006</u> (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 <u>TWENTY SEVEN THOUSAND AND ZERO CENTS-Dollars</u> (\$ 27,000.00)(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 # 20060508000214200, 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>SIXTY FIVE THOUSAND AND ZERO CENTS--</u>Dollars (\$ 65,000.00) (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:

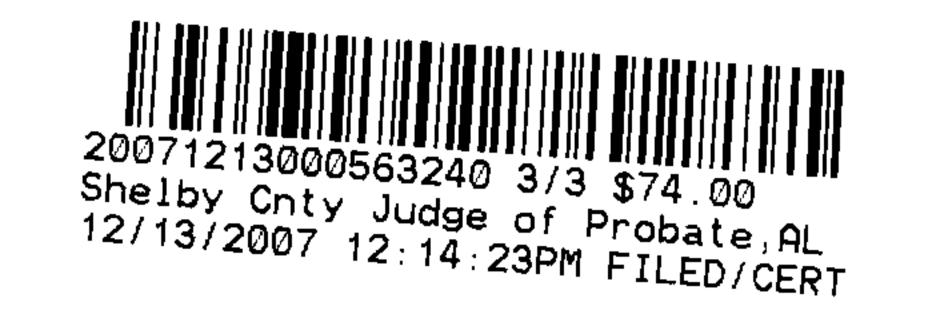
- 1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of <u>SIXTY FIVE THOUSAND AND ZERO CENTS-</u>
  ----Dollars (\$ 65,000.00).
- 2. In addition to the other indebtedness described in the Mortgage, the Mortgage shall secure the payment of all advances heretofore or 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 SIXTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 65,000.00).

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 14TH day of NOVEMBER, 2007.
DMICHAEL/WEBB. (SEAL)
SEAL)
PHELAN G WEBB
FIRST COMMERCIAL BANK
MORTGAGEE  MORTGAGEE
BY: / Pay / Jawah
T RAY MAULDIN
ITS: <u>BRANCH MANAGER</u>
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>D MICHAEL WEBB AND PHELAN G WEBB</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 14TH day of NOVEMBER,
2007.  Monda W Mada
(NOTARIAL SEAL)
My commission expires:  Notary Public State of Alabama at Lange Wy Commission expires:  MY commission expires:  Notary Public State of Alabama at Lange Wy Ublic  MY Commission expires:  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>T RAY MAULDIN</u> whose name as <u>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 14TH day of NOVEMBER,
(NOTARIAL SEAL)  NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPLIES: MAT 15, 2010
My commission expires: Bonded thru notary public underwriters
This instrument prepared by: Name: TEIA WILLIAMS First Commercial Bank

Address: P.O. Box 11746

Birmingham, Al 35202-1746



## **EXHIBIT "A"**

## **LEGAL DESCRIPTION**

HAVING A TAX IDENTIFICATION NUMBER OF 10-8-28-0-003-004-000A PARCEL OF LAND LOCATED IN THE CITY OF INDIAN SPRINGS, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:BEING LOT NUMBER LOT:4 IN CAHABA OAKS AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 18-141 OF SHELBY COUNTY RECORDS.

10-8-28-0-003-004-000 213 CAHABA OAKS TRL; INDIAN SPRINGS, AL 35124-3334

trm-webb 35365000/f



13688999 AL
FIRST AMERICAN LENDERS ADVANTAGE
AMENDMENT TO A MORTGAGE

When recorded mail to:
First American Title Insurance Company
Lenders Advantage
1100 Superior Avenue, Ste. 200
Cleveland, Ohio 44114
Attn.: National Recording