

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

This Amendment (the "Amendment") is made and entered into on OCTOBER 22, 2007, by and between GARY KENT DYER AND ROBIN R DYER A MARRIED COUPLE, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

13395305

**RECITALS**

*Husband and Wife*

**A. GARY KENT DYER AND ROBIN R DYER**

(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 JULY 11, 2003 (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 TWELVE THOUSAND FIVE HUNDRED AND ZERO CENTS-Dollars (\$ 12,500.00)(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 # 20030825000563130, 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 TWENTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 25,000.00) (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 TWENTY FIVE THOUSAND AND ZERO CENTS-----Dollars (\$ 25,000.00).

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 TWENTY FIVE THOUSAND AND ZERO CENTS--Dollars (\$ 25,000.00).

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 22ND day of OCTOBER, 2007.

Gary Kent Dyer (SEAL)  
GARY KENT DYER  
Robin R Dyer (SEAL)  
ROBIN R DYER

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: T Ray Mauldin  
T RAY MAULDIN  
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 GARY KENT DYER AND ROBIN R DYER 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 22ND day of OCTOBER, 2007.

(NOTARIAL SEAL)

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 23, 2010  
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 T RAY MAULDIN 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 22ND day of OCTOBER, 2007.

(NOTARIAL SEAL)

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 23, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: TEIA WILLIAMS

First Commercial Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746



20071214000565080 2/3 \$35.75  
Shelby Cnty Judge of Probate, AL  
12/14/2007 01:43:12PM FILED/CERT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

HAVING A TAX IDENTIFICATION NUMBER OF 13-1-01-4-002-041-000A  
PARCEL OF LAND LOCATED IN THE CITY OF PELHAM, COUNTY OF SHELBY,  
STATE OF ALABAMA, AND KNOWN AS: BEING LOT NUMBER LOT:104 IN  
CHANDALAR SOUTH 02 SECTOR AS SHOWN IN THE RECORDED PLAT/MAP  
THEREOF IN 6-12 OF SHELBY COUNTY RECORDS.

13-1-01-4-002-041-000

2633 CHANDAFERN CIR; PELHAM, AL 35124-1426

trm-dyer

35117071/f

 DYER  
13395305

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*



20071214000565080 3/3 \$35.75  
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