

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

This Amendment (the "Amendment") is made and entered into on NOVEMBER 21, 2007, by and between MELODY G MCGUIRE AND TOUFIC CALIL, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

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RECITALS

A. MELODY G MCGUIRE

(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>AUGUST 10, 2006</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>ONE HUNDRED SIXTEEN THOUSAND AND ZERO CENTS-Dollars</u> (\$ 116,000.00)(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 # 20060831000430110, 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>ONE HUNDRED THIRTY SIX THOUSAND AND ZERO CENTS--</u>Dollars (\$ 136,000.00) (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:

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- 1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of <u>ONE HUNDRED THIRTY SIX THOUSAND AND ZERO CENTS-----</u>Dollars (\$ 136,000.00).
- 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 THIRTY SIX THOUSAND AND ZERO CENTS--Dollars (\$ 136,000.00).

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 21ST day of WOVEMBER, 2007.		
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	MELODY G.MCGUIRE	(SEAL)
	TOUTO	(SEAL)
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		1
	BY: 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 <u>MELODY G MCQUIRE AND TOUFIC CALIL</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.		
	l and Official seal this 21ST day of NO	VEMBER,
<u>2007</u> .	Mhu Cumun	
(NOTARIAL SEAL)	Motory Dublic	<u> </u>
My commission expires:	7 A II 3 V	
CORPORATE ACKNOWLEDGEMENT		
STATE OF ALABAMA) JEFFERSON COUNTY)		
said State, hereby certify MANAGER of First Commerce amendment, and who is known that, being informed of the	thority, a Notary Public in and for said of that <u>CHRISSI COOK</u> whose name as cial Bank, a corporation, is signed to the lown to me, acknowledged before me or contents of said amendment, (s)he, as su uted the same voluntarily for and as the	BRANCH foregoing this day ach officer
Given under my hand 2007.	d and Official seal this 21ST day of NO	VEMBER,
(NOTARIAL SEAL)	Myan Wanny	
My commission expires:	Notary Public ()	
This instrument prepared by: Name: TEIA WILLIAMS First Commercial Bank Address: P. O. Box 11746	1. <i>F</i> 7. A. F	
Birmingham, Al 35202-1	L (TU	

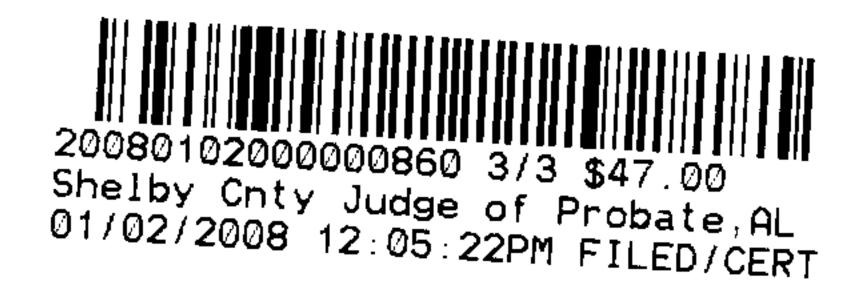


EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 03-5-15-4-002-040-000A PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:BEING LOT NUMBER LOT:940 IN GREYSTONE LEGACY SEC 09 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 33-37 OF SHELBY COUNTY RECORDS.

03-5-15-4-002-040-000 825 ABERLADY PL; BIRMINGHAM, AL 35242-6090

acc-mcguire 35434609/f 13584557 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