

**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").

**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 AUGUST 10, 2006 (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 SIXTEEN THOUSAND AND ZERO CENTS-Dollars (\$ 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 ONE HUNDRED THIRTY SIX THOUSAND AND ZERO CENTS--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:

"New Money \$20,000.00."

1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of ONE HUNDRED THIRTY SIX THOUSAND AND ZERO CENTS-----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 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 21ST day of NOVEMBER, 2007.

MELODY G MCGUIRE

(SEAL)

TOUFIC CALIL

(SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

BY:

CHRISSI COOK

ITS: BRANCH MANAGER

20080102000000860 2/3 \$47.00  
Shelby Cnty Judge of Probate, AL  
01/02/2008 12:05:22PM FILED/CERT

#### 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 MELODY G MCGUIRE AND TOUFIC CALIL 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 21ST day of NOVEMBER, 2007.

(NOTARIAL SEAL)

Megan Cummins  
Notary Public

My commission expires: 9-30-08

#### 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 21ST day of NOVEMBER, 2007.

(NOTARIAL SEAL)

Megan Cummins  
Notary Public

My commission expires: 9-30-08

This instrument prepared by:

Name: TEIA WILLIAMS

First Commercial Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746

20080102000000860 3/3 \$47.00  
Shelby Cnty Judge of Probate, AL  
01/02/2008 12:05:22PM FILED/CERT

**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

 MCGUIRE  
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**