

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

14058949

This Amendment (the "Amendment") is made and entered into on FEBRUARY 20, 2008, by and between MARK ANTHONY BARR AND DENA YUILLE BARR, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

**RECITALS**

A. MARK ANTHONY BARR AND DENA YUILLE BARR (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 DECEMBER 21, 1993 AND AMENDED JANUARY 6, 1997 AND FURTHER AMENDED MARCH 22, 2002 AND FURTHER AMENDED FEBRUARY 6, 2004 (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 FIFTEEN THOUSAND DOLLARS AND NO/100 AND AMENDED TO TWENTY THOUSAND DOLLARS AND NO/100 AND FURTHER AMENDED TO THIRTY THOUSAND DOLLARS AND NO/100 AND FURTHER AMENDED TO FIFTY THOUSAND DOLLARS AND NO/100 \$15,000.00 AND AMENDED TO \$20,000.00 AND FURTHER AMENDED TO \$30,000.00 AND FURTHER AMENDED TO \$50,000.00(the "Credit Limit").

"New Money" \$ 50,000.00

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 # 1994-06513 AND AMENDED TO # 1997-02588 AND FURTHER AMENDED TO #2002-17333 AND FURTHER AMENDED TO #20040402000169100, 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 THOUSAND DOLLARS AND NO/100-----Dollars 100,000.00 (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 THOUSAND DOLLARS AND NO/100-Dollars (\$ 100,000.00).

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 THOUSAND DOLLARS AND NO/100-----Dollars (\$ 100,000.00).

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 20<sup>TH</sup> day of FEBRUARY, 2008.

  
20080403000135430 2/3 \$92.00  
Shelby Cnty Judge of Probate, AL  
04/03/2008 11:31:04AM FILED/CERT

Mark Anthony Barr (SEAL)  
MARK ANTHONY BARR

Dena Yuille Barr (SEAL)  
DENA YUILLE BARR  
FIRST COMMERCIAL BANK

MORTGAGEE

BY: Walker Johnson  
WALKER JOHNSON  
ITS: VICE PRESIDENT  
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 MARK ANTHONY BARR AND DENA YUILLE BARR, 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 20<sup>TH</sup> day of FEBRUARY, 2008.

(NOTARIAL SEAL)

My commission expires: March 2, 2008

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 WALKER JOHNSON whose name as VICE PRESIDENT 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 20<sup>TH</sup> day of FEBRUARY, 2008.

(NOTARIAL SEAL)

My commission expires: March 12, 2011

20080403000135430 3/3 \$92.00  
Shelby Cnty Judge of Probate, AL  
04/03/2008 11:31:04AM FILED/CERT

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 4, ACCORDING TO THE SURVEY OF SOUTH COVE. 1ST SECTOR AS  
RECORDED IN MAP BOOK 15, PAGE 48 IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO MARK ANTHONY  
BARR AND DENA YUILLE BARR FROM DANNY PUTNAM, A MARRIED MAN  
AND GRAHAM N. WEBSTER, A MARRIED MAN BY DEED DATED JULY 26,  
1991 AND RECORDED AUGUST 06, 1991 IN BOOK 357, PAGE 150 IN  
THE LAND RECORDS OF JEFFERSON COUNTY, AL.

Permanent Parcel Number: 12-9-32-0-000-005.009  
MARK ANTHONY BARR AND DENA YUILLE BARR,  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

5451 SOUTH SHADES CREST ROAD, BIRMINGHAM AL 35022  
Loan Reference Number : WJ-BARR  
First American Order No: 14058949  
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

 BARR  
14058949

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



AL

When recorded mail to:  
*FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120*