

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

1459450

This Amendment (the "Amendment") is made and entered into on <u>April 24, 2008</u>, by and between <u>William Wynn, IV and Dawn R. Wynn, a married couple</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

William J. Wynn and William Wynn, IV are one and the same

RECITALS

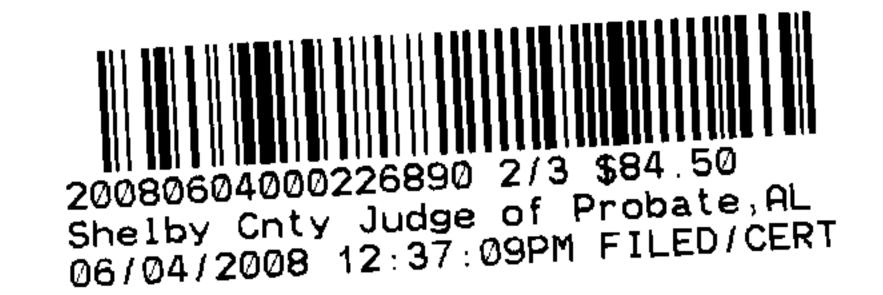
A. William Wynn, IV and Dawn R. Wynn (hereinafter called the "Borrower", whether on or more) has (have) entered into an agreement entitled First Commercial Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated May 23, 2003 (the "Credit Agreement"). The 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 Thirty thousand and no/100--Dollars (\$ 30,000.00)(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 # 20030730000488230, 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 Seventy five thousand and no/100-----Dollars (\$ 75,000.00) (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 Seventy five thousand and no/100----------Dollars (\$ 75,000.00).
- 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 Seventy five thousand and no/100--Dollars (\$ 75,000.00).

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 eaused this instrument to be executed effective this 24th day of April, 2008. William/Wynn. IV (SEAL) FIRST COMMERCIAL BANK MORTGAGEE BY: Craig A. Campbell 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 William Wynn, IV and Dawn R. Wynn 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 24th day of April 2008 (NOTARIAL SEAL) Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE My commission expires: My commission expires: 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 Craig A. Campbell 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 24th day of April/2008. (NOTARIAL SEAL) Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LABOUR MY COMMISSION EXTERMINES: My commission expires: This instrument prepared by:

Name: Helen Ancic

First Commercial Bank

Address: P. O. Box 11746

Birmingham, Al 35202-1746

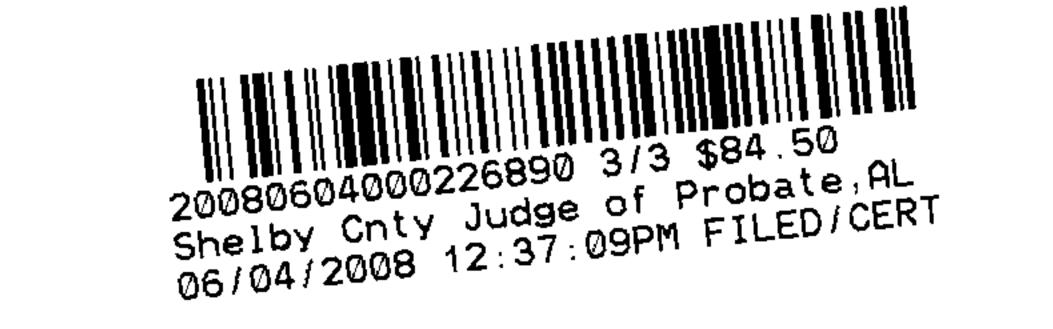


EXHIBIT "A"

LEGAL DESCRIPTION

LOT 66, ACCORDING TO THE SURVEY OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

03-8-33-0-007-037-000 4064 MILNER WAY; BIRMINGHAM, AL 35242-7350

ME-WYNN 14598450/f 14598450

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FIRST AMERICAN ELS MODIFICATION AGREEMENT

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING-FACT