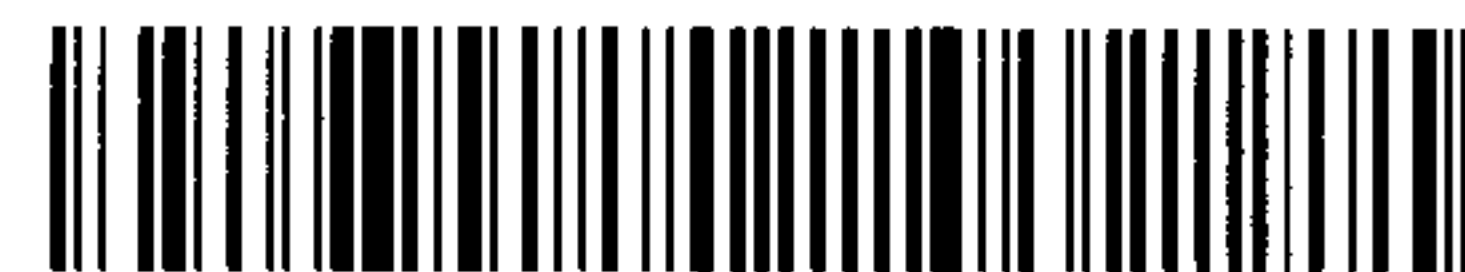


**AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

3789490

This Amendment (the "Amendment") is made and entered into on JUNE 23RD 2008, 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").

RECITALS



20080717000288780 1/3 \$70.50
Shelby Cnty Judge of Probate, AL
07/17/2008 12:55:39PM FILED/CERT

A. GARY KENT 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 11TH, 2003 & AMENDED OCTOBER 22ND, 2007 (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 DOLLARS AND NO/100 & AMENDED 1/A/O TWENTY FIVE THOUSAND DOLLARS AND NO/100-Dollars (\$ 12,500.00 AND AMENDED TO \$25,000.00)(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 # 2030925000563130 & AMENDED 200712140005650080, 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 SIXTY THOUSAND DOLLARS AND NO/100--Dollars (\$ 60,000.00) (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 SIXTY THOUSAND DOLLARS AND NO/100-----Dollars (\$ 60,000.00).

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 SIXTY THOUSAND DOLLARS AND NO/100--Dollars (\$ 60,000.00).

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 23RD day of JUNE, 2008.

Gary Kent Dyer (SEAL)
GARY KENT DYER

Robin R Dyer (SEAL)
ROBIN R DYER

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Angela Wilder
ANGELA WILDER
ITS: ASST 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 23RD day of JUNE, 2008.

(NOTARIAL SEAL)

My commission expires: _____

Notary Public
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 ANGELA WILDER whose name as ASST 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 23RD day of JUNE, 2008.

(NOTARIAL SEAL)

My commission expires: _____

Lashonda H. Wade
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:
Name: BARBARA WOODING
First Commercial Bank
Address: P. O. Box 11746
Birmingham, AL 35202-1746



20080717000288780 3/3 \$70.50
Shelby Cnty Judge of Probate, AL
07/17/2008 12:55:39PM FILED/CERT

EXHIBIT A

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.

GARY DYER ROBIN DYER

2633 CHANDAFERN CIRCLE, PELHAM AL 35124
Loan Reference Number : AHW-DYER
First American Order No: 37894990
Identifier: FLG

 DYER
37894990

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

