

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

38530001
This Amendment (the "Amendment") is made and entered into on August 20, 2008, by and between Jim M. Thomason and Eleanor R. Thomason, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Jim M. Thomason and Eleanor R. Thomason (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 June 21, 1999 and amendment dated April 16, 2002 (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 thousand and no/100--Dollars (\$100,000.00) and amended to One hundred twenty five thousand and no/100-Dollars (\$ 125,000.00)(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 # 1999-29606 and amendment recorded n Inst # 20020521000238570, 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 Two hundred thousand and no/100-----Dollars (\$ 200,000.00) (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 Two hundred thousand and no/100-----Dollars (\$ 200,000.00).

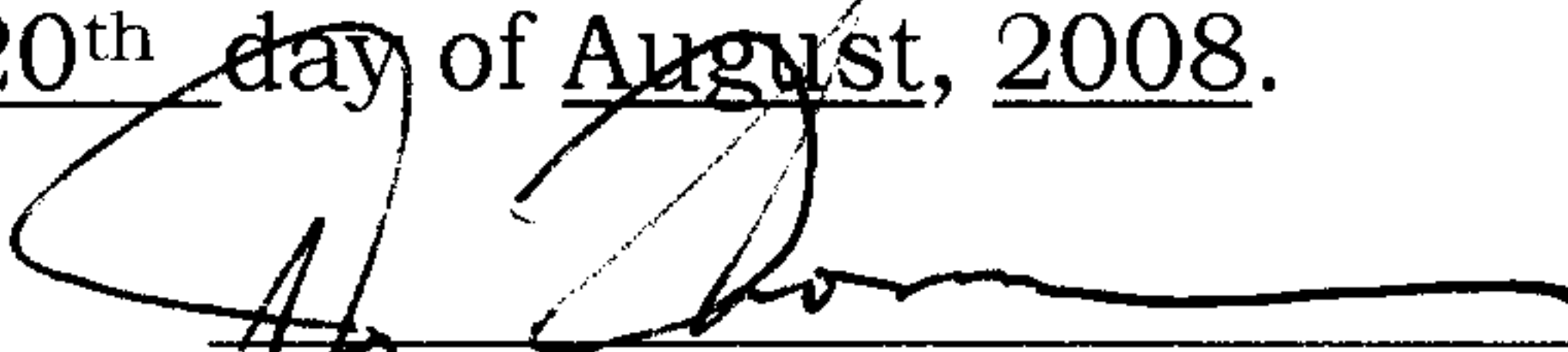
"New Money \$ 75,000 - "


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 Two hundred thousand and no/100--Dollars (\$ 200,000.00).

Except as specifically amended hereby, the Mortgage shall remain if full force and effect in accordance with its terms.


20080912000362850 1/3 \$130.50
Shelby Cnty Judge of Probate, AL
09/12/2008 12:13:50PM FILED/CERT

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 20th day of August, 2008.



Jim M. Thomason (SEAL)


Eleanor R. Thomason (SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: 

Ryan Short
ITS: Private Banking Officer

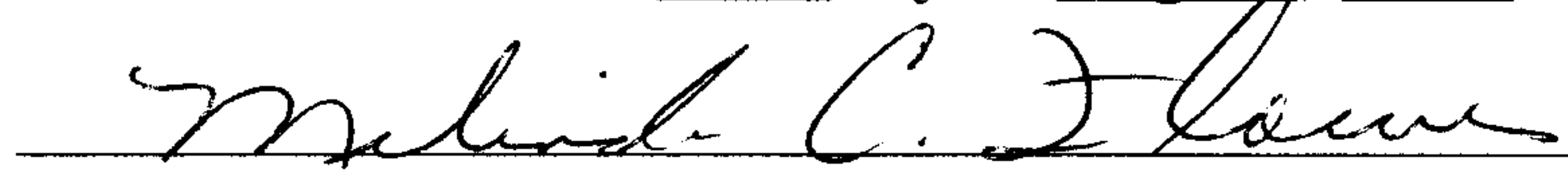
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jim M. Thomason and Eleanor R. Thomason 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 20th day of August, 2008.

(NOTARIAL SEAL)



Notary Public

My commission expires: _____

MELINDA C. FLOWERS
NOTARY PUBLIC
STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

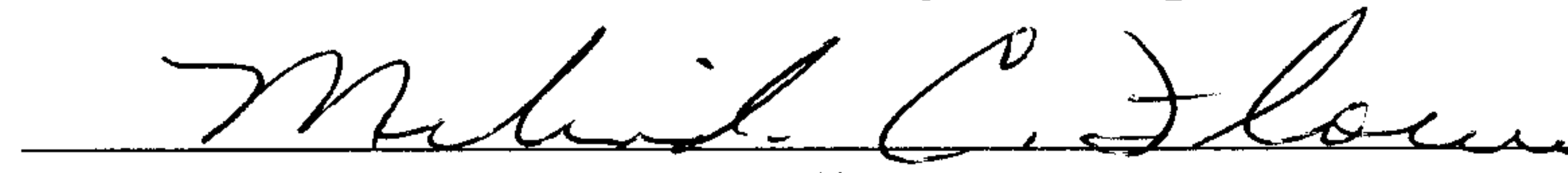
CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ryan Short whose name as Private Banking Officer 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 20th day of August, 2008.

(NOTARIAL SEAL)



Notary Public

My commission expires: _____

MELINDA C. FLOWERS
NOTARY PUBLIC
STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: Helen Ancic
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746



20080912000362850 2/3 \$130.50
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 10-4-20-0-001-006-008A
PARCEL OF LAND LOCATED IN THE CITY OF BIRMINGHAM, COUNTY OF
SHELBY, STATE OF ALABAMA, AND KNOWN AS: BEING LOT NUMBER LOT:8 IN
SOUTHLAKE AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN 11-85 OF
SHELBY COUNTY RECORDS.

10-4-20-0-001-006-008

1007 LAKE SHADOWS DR; BIRMINGHAM, AL 35244-3269

4147-PB-526

38530001/f


 THOMASON
38530001

AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 4
Accommodation Recording Per Client Request


20080912000362850 3/3 \$130.50
Shelby Cnty Judge of Probate, AL
09/12/2008 12:13:50PM FILED/CERT