  
20080917000370010 1/4 \$53.60  
Shelby Cnty Judge of Probate, AL  
09/17/2008 03:17:45PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY  
Andrea Crossan

RECORD AND RETURN TO:  
PHH Mortgage Services Corporation  
5201 Gate Parkway  
Jacksonville, Florida 32256  
Attention: Construction Lending Department  
Mail Stop: JCONS

**ORIGINAL**

[Space Above This Line For Recording Data]

Acct. No.: 7101730161

**AMENDMENT TO FIXED/ADJUSTABLE RATE NOTE AND CONSTRUCTION/PERMANENT  
MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

This Amendment to Fixed/Adjustable Rate Note and Construction/Permanent Mortgage, Security Agreement and Fixture Filing (the "Amendment") is made this 8<sup>th</sup> day of September 2008, between Stephen D. Guillory and Angela T. Guillory, husband and wife, whose address is 360 Ohara Drive, Chelsea, Alabama 35043 (the "Borrower") and Merrill Lynch Credit Corporation with its principal place of business located at 5201 Gate Parkway, Jacksonville, Florida ("Lender").

**RECITALS**

1. Borrower has executed and delivered to Lender that certain Note dated March 30, 2007, in the original amount of \$480,000.00 (the "Note").
2. The Note is secured by that certain Construction/Permanent Mortgage, Security Agreement and Fixture Filing dated March 30, 2007, executed by Borrower, as mortgagor, which Mortgage was recorded on March 30, 2007, Document No, 20070330000145810, of the Public Records of Shelby County, State of Alabama (the "Mortgage"), and encumbers the property described therein.
3. Borrower has executed and delivered to Lender that certain Construction Loan Agreement dated March 30, 2007 (the "Construction Loan Agreement").
4. Borrower has requested and Lender has agreed to modify the Note and Mortgage to allow for additional advances.



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**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Borrower and Lender hereby agree as follows:

1. The first sentence of section 1 titled **"BORROWER'S PROMISE TO PAY"** of the **NOTE** is hereby amended in its entirety as follows:

In return for a loan that I have received, I promise to pay U.S. \$502,400.00  
(this amount is called "principal"), plus interest, to the order of the Lender.

2. The second sentence of Section E of the **MORTGAGE** is hereby amended as follows:

**THE NOTE STATES THAT BORROWER OWES LENDER FIVE  
HUNDRED TWO THOUSAND FOUR HUNDRED AND 00/100-----  
DOLLARS (U.S. \$502,400.00), PLUS INTEREST.**

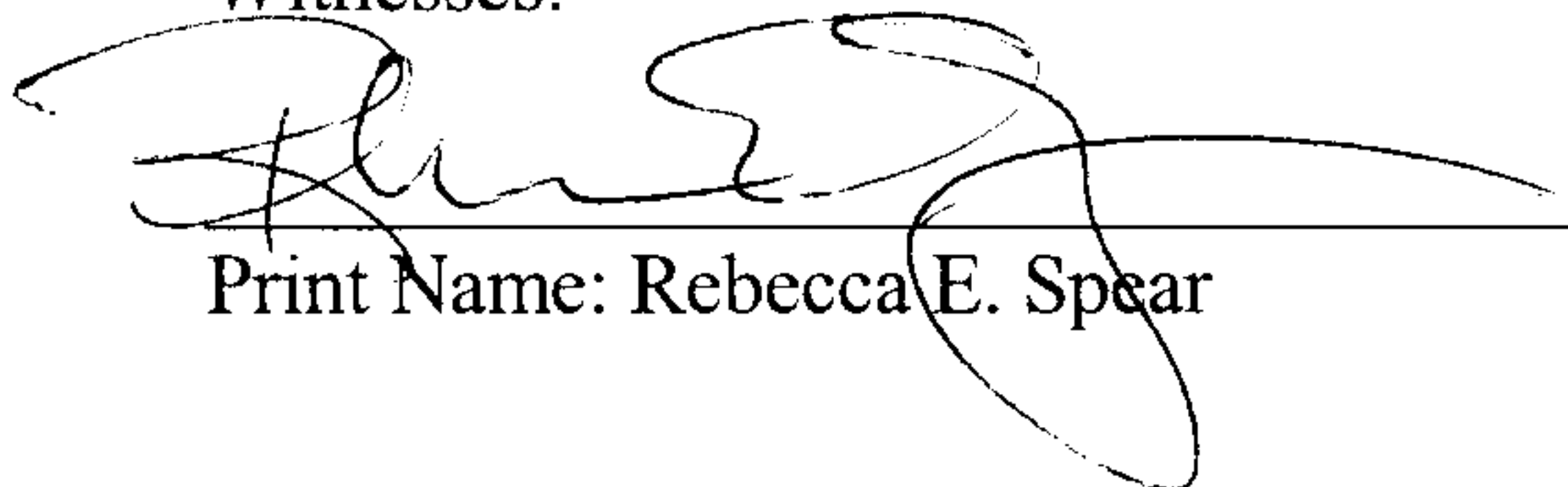
Except as specifically modified herein, the Note and Mortgage remain unchanged and all the terms, covenants, conditions, agreements and stipulations therein shall remain in full force and effect.

This Amendment shall be binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

By signing below, Borrower and Lender accept and agree to the terms and provisions contained in this Amendment.

Executed as of the date first above written.

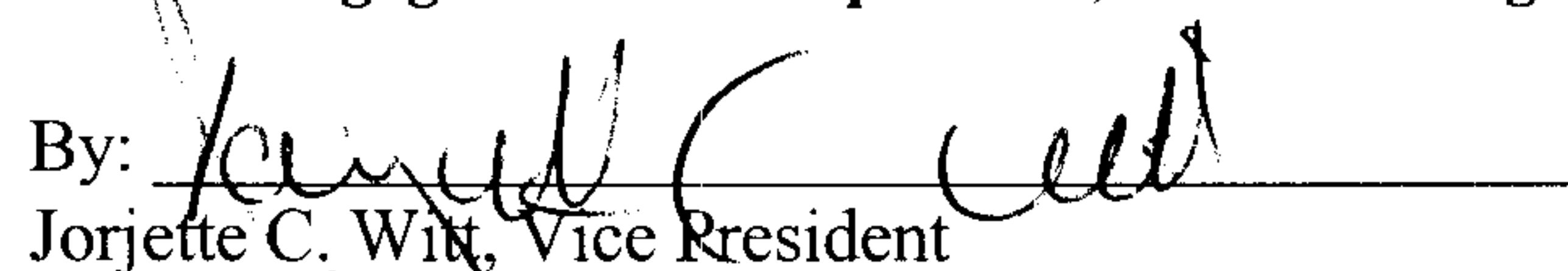
Witnesses:

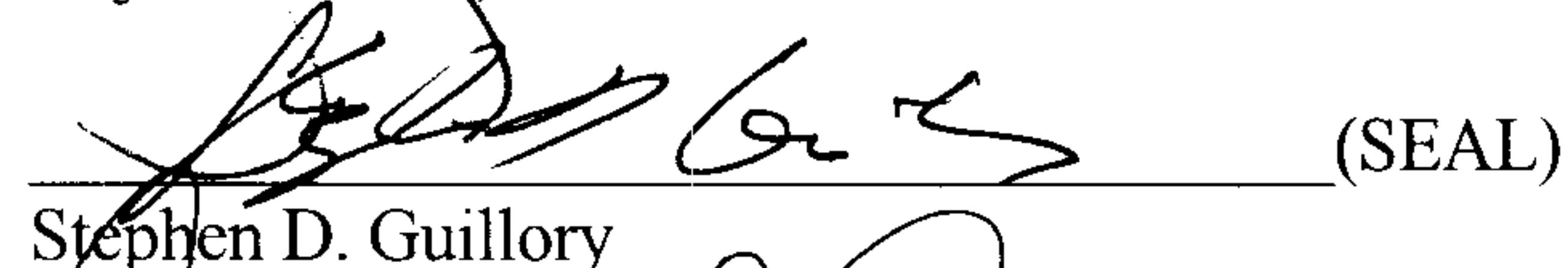
  
Print Name: Rebecca E. Spear

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Merrill Lynch Credit Corporation by  
**PHH Mortgage Services Corporation, Authorized Agent**

By:   
Jorjette C. Witt, Vice President

 (SEAL)  
Stephen D. Guillory

 (SEAL)  
Angela T. Guillory

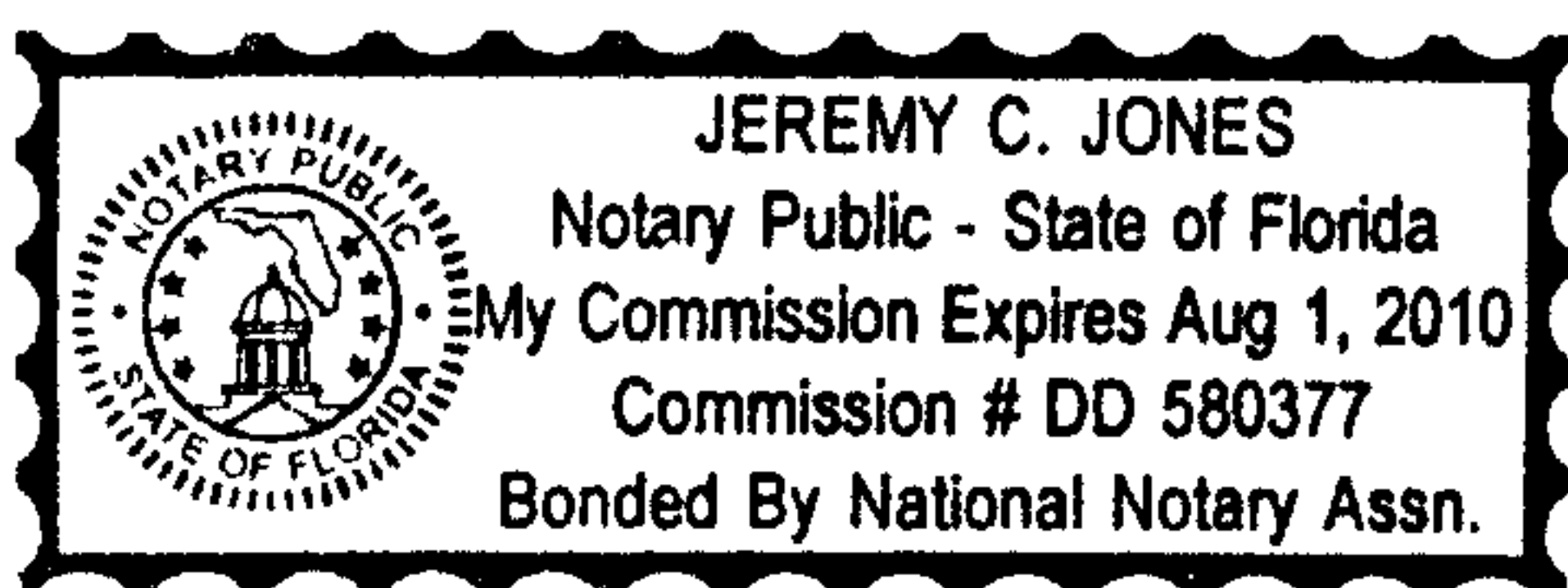


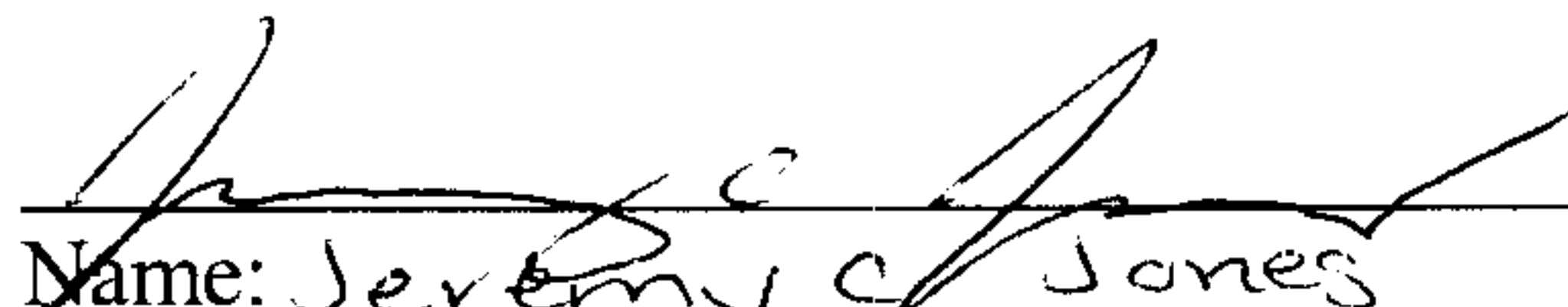


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STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September 2008, by Jorjette C. Witt, Vice President of PHH Mortgage Services Corporation, the duly authorized agent of Merrill Lynch Credit Corporation. She is personally known to me.

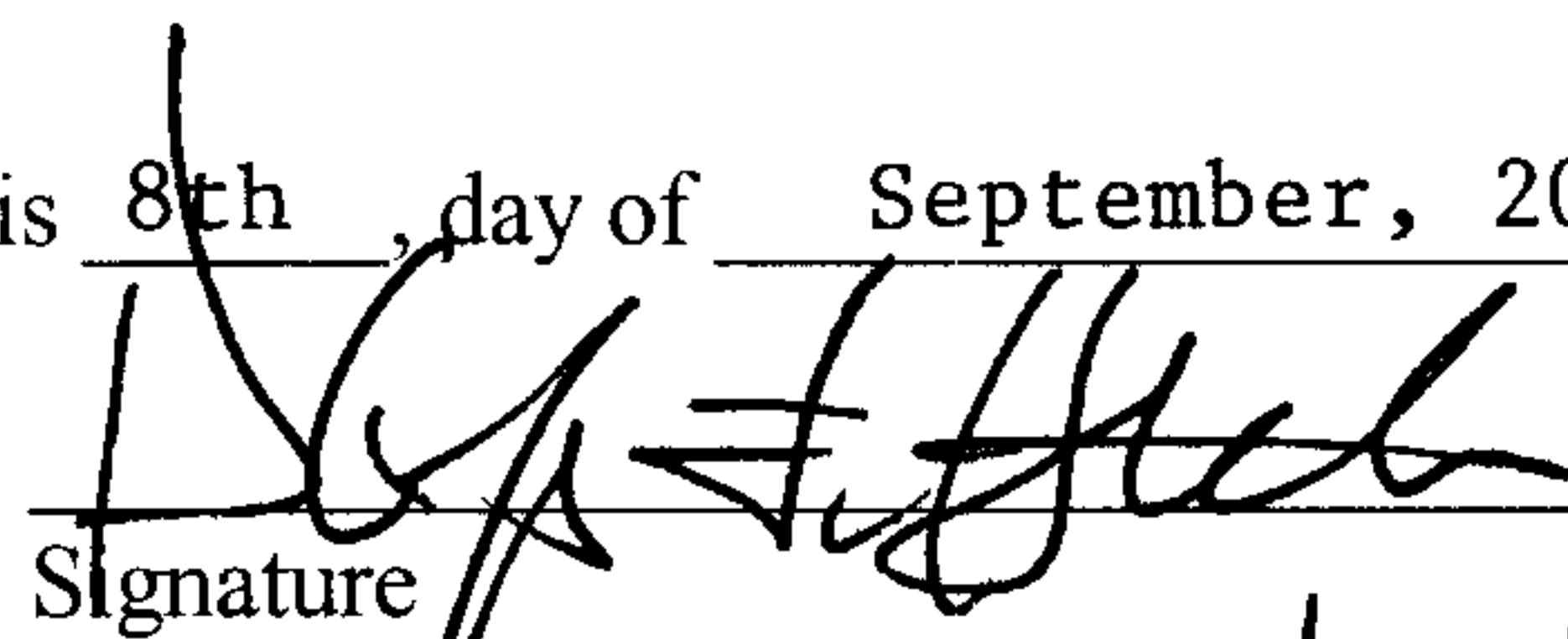


  
Name: Jeremy C. Jones  
Notary Public, State of Florida  
Commission no.:  
My commission expires:

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said County and State, do hereby certify that Stephen D. Guillory, personally known to me to be the same person(s) whose name (s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

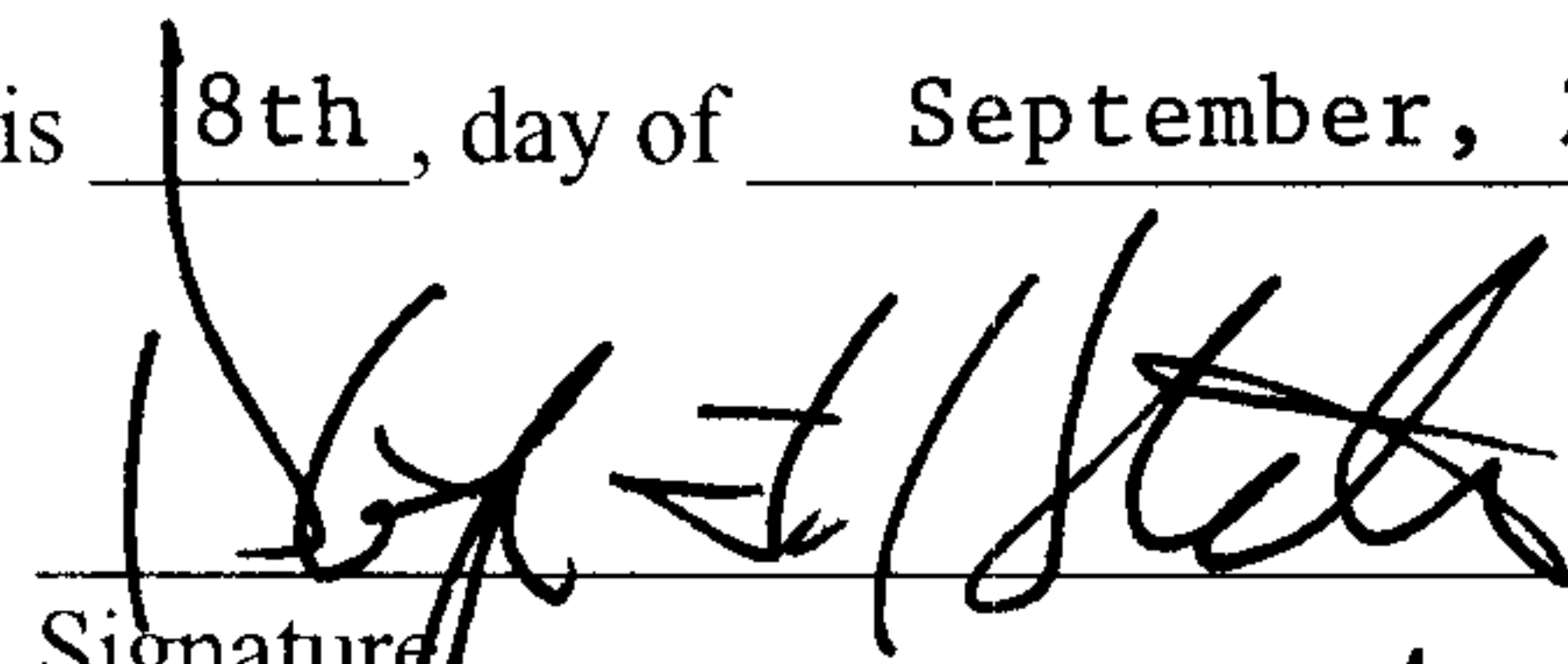
Given under my hand and official seal this 8th day of September, 2008

  
Signature  
My Commission Expires: 3/10/11


STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said County and State, do hereby certify that Angela T. Guillory, personally known to me to be the same person(s) whose name (s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of September, 2008

  
Signature  
My Commission Expires: 3/10/11

**EXHIBIT A**  
**LEGAL DESCRIPTION**

  
20080917000370010 4/4 \$53.60  
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Lot 4, according to the Resurvey of Lots 4 and 5, O'Hara Subdivision, as recorded in Map Book 37  
page 140 in the Probate Office of Shelby County, Alabama.

