  
20080917000370020 1/4 \$24.20  
Shelby Cnty Judge of Probate, AL  
09/17/2008 03:17:46PM FILED/CERT

**RECORD AND RETURN TO:**  
**Merrill Lynch Credit Corporation**  
**5201 Gate Parkway**  
**Jacksonville, Florida 32256-6484**  
**Attention: Construction Lending Department**  
**Loan No. 7101817307**

**ORIGINAL**

**AMENDMENT TO HOME EQUITY CREDIT LINE  
AGREEMENT AND MORTGAGE**

This Amendment to Home Equity Credit Line Agreement and Mortgage (the "Amendment") is made this 8<sup>th</sup> day of September 2008, between Stephen D. Guillory and Angela T. Guillory, husband and wife, who reside at 360 Ohara Drive, Chelsea, Alabama 35043 (the "Borrower") and Merrill Lynch Credit Corporation ("Lender").

**RECITALS**

WHEREAS, on March 30, 2007, Lender established a Home Equity credit account (the "Account") in the name of the Borrower with a maximum line of credit available under the account in the amount of \$60,000.00.

WHEREAS, in order for the Account to be established, Borrower executed certain documents, including, but not limited to, a mortgage (the "Security Instrument") and a Home Equity Credit Line Agreement (the "Agreement"); and,

WHEREAS, the Security Instrument was recorded on April 4, 2007, as Document Number 20070404000154550 in the Shelby County Alabama Clerk's Office and encumbers the property described therein; and,

WHEREAS, Borrower requests that Lender increase the maximum line of credit available under the Account to \$62,800.00; and,

WHEREAS, in order for Lender to increase the maximum line of credit available under the Account to the requested amount, the Agreement and the Security Instrument must be amended to reflect the increased amount.

**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 Agreement and Security Instrument are hereby amended to reflect that the maximum line of credit available under the Account and the maximum principal amount secured by the Security Instrument is now \$62,800.00.

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.

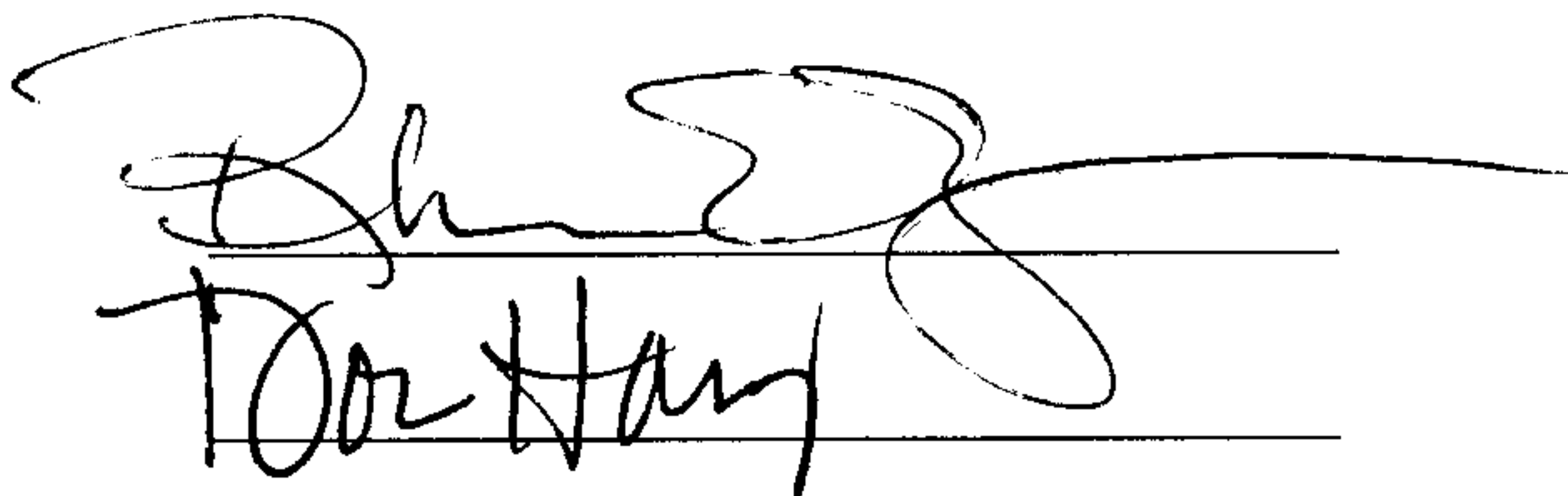
This Amendment shall be binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

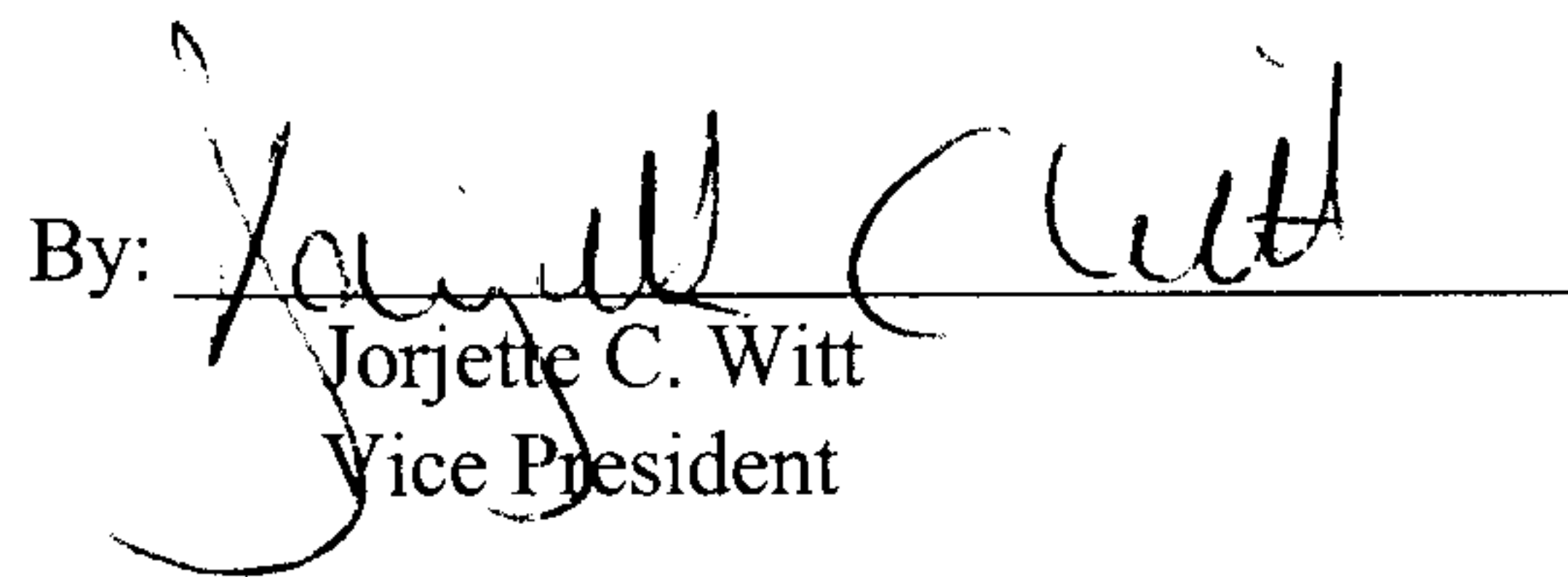
By signing below, Borrower and Lender accept and agree to the terms and provisions contained in this Amendment.

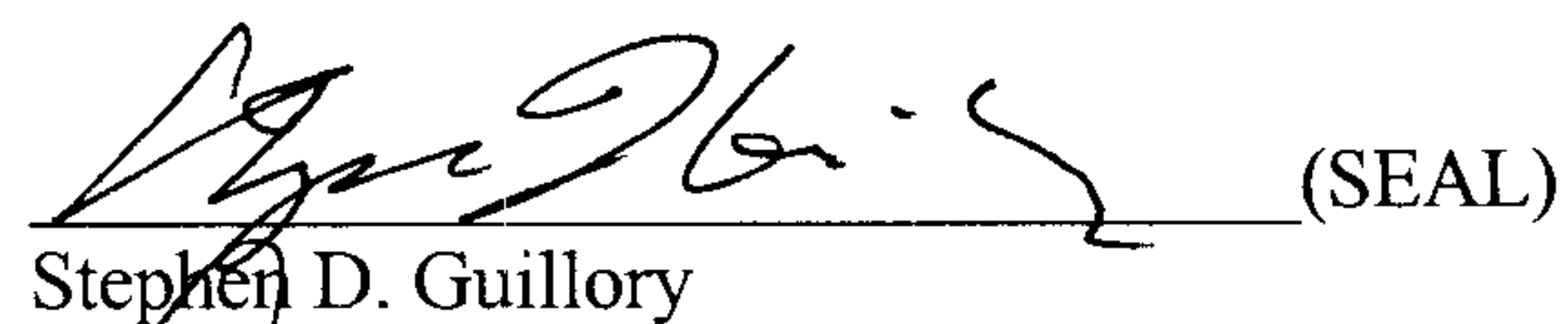
Signed, sealed and delivered in the presence of:

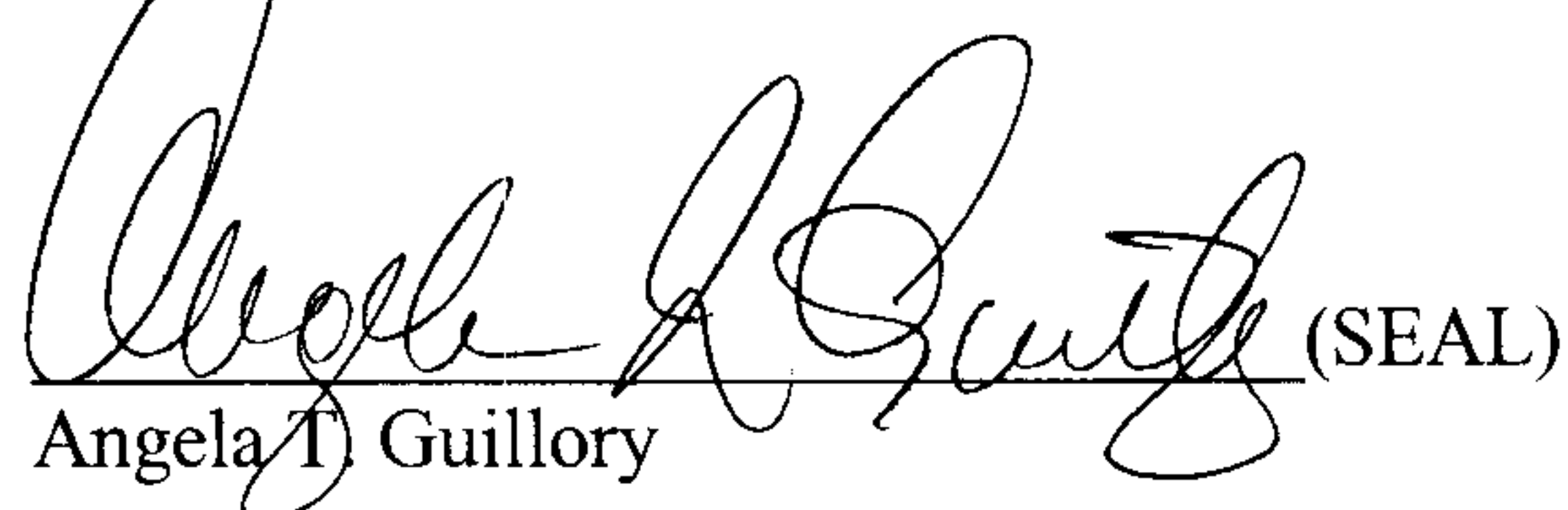
Witnesses:

Merrill Lynch Credit Corporation  
By PHH Mortgage Corporation, Authorized Agent

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

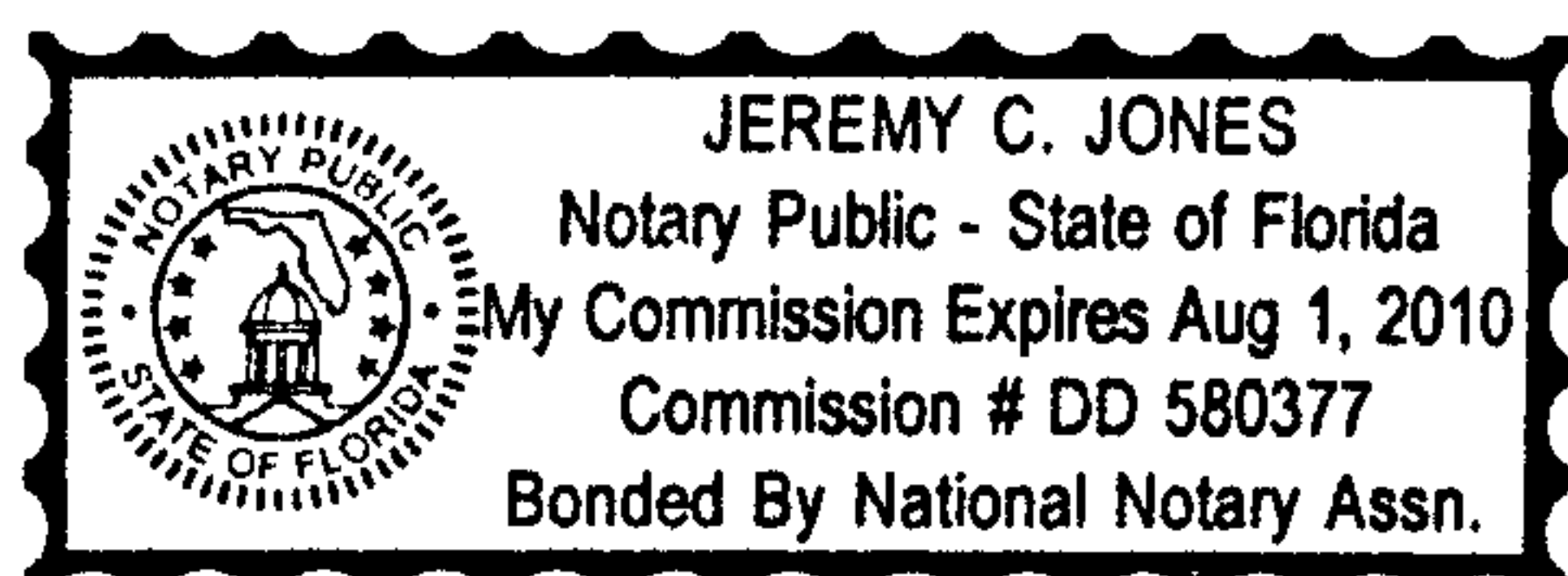
By:   
Jorjette C. Witt  
Vice President

 (SEAL)  
Stephen D. Guillory

 (SEAL)  
Angela T. Guillory

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 Corporation, the duly authorized of Merrill Lynch Credit Corporation, a Delaware corporation. He is personally known to me.



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

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFIY that Stephen D. Guillory, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

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

*[Signature]*  
Notary Public

Commissions Expires: 3/18/11

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFIY that Angela T. Guillory, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

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

*[Signature]*  
Notary Public

Commissions Expires: 3/10/11





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

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.