

Return to  
First Commercial Bank  
800 Shades Creek Parkway  
Birmingham, AL 35209

169362787

**FIRST COMMERCIAL BANK HOME EQUITY LINE OF CREDIT  
MODIFICATION AGREEMENT  
SHELBY JEFFERSON COUNTY**

Alabama Shelby

THIS AGREEMENT made and entered into this date:

04/17/09 by and between

William J Christenberry, Husband

Kimberly R Christenberry, Wife

hereinafter designated "grantor"),

and First Commercial Bank (hereinafter designated "Grantee"), WITNESSETH THAT:

By Alabama Mortgage dated :

01/29/03 recorded in Mortgage Book

2003/0227000120650

Shelby Alabama (briefly identified as

Lot #3, in Mountain Ridge Estates

to secure loans and advances made to Grantor on a

\$250,000.00 line of credit (the "Credit Line")

pursuant to a certain Home Equity Line Account Agreement between Grantee and Grantor dated concurrently with said Mortgage, and to secure any extension and/or renewals thereof and any other indebtedness which Grantor might thenceforth owe to Grantee. Alabama's intangibles tax on long-term notes secured by real estate, based upon the full amount of said Credit Line, was duly paid prior to the filing of said Mortgage.

By mutual agreement of the parties and for valuable considerations moving from each to the other, said Credit Line

is and has been decreased by the sum of

\$208,000.00

so that the Credit Line secured by said Mortgage

now amounts to

\$42,000.00

and said Home Equity Line Agreement and said Mortgage are

hereby amended accordingly.

An additional Alabama mortgage tax, based upon the amount of said decrease, is paid hereon prior to filing this Agreement for record in said Probate Judge's office.

It is FURTHER MUTUALLY AGREED by and between the Parties hereto that all other provisions, conditions, and agreements contained in said note and Mortgage shall remain unaltered, and in force and effect.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and affixed his seal the day and year above first written; and FIRST COMMERCIAL BANK has caused this Agreement to be executed on its behalf, by its proper officers, duly authorized so to do, under the corporate seal, the day and year first above written.

Grantor:

William J Christenberry, Husband

KIMBERLY R. CHRISTENBERRY, WIFE

Grantor:

First Commercial Bank

Lending Officer

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Jefferson County, Alabama

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 8, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS