


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


20091105000414320 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
11/05/2009 01:03:12 PM FILED/CERT

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

Alabama Jefferson

THIS AGREEMENT made and entered into this date: 08/18/09 by and between

Thomas Peyton Norville III

hereinafter designated "grantor"),

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

By Alabama Mortgage dated : 07/16/04 recorded in Instrument Number 20040804000433700

Shelby Alabama (briefly identified as

16 Hollybrook Lake Road, Leeds, Alabama

to secure loans and advances made to Grantor on a

\$80,000.00 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 **\$35,000.00** so that the Credit Line secured by said Mortgage now amounts to **\$45,000.00** 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:


Thomas Peyton Norville III

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: March 27, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS