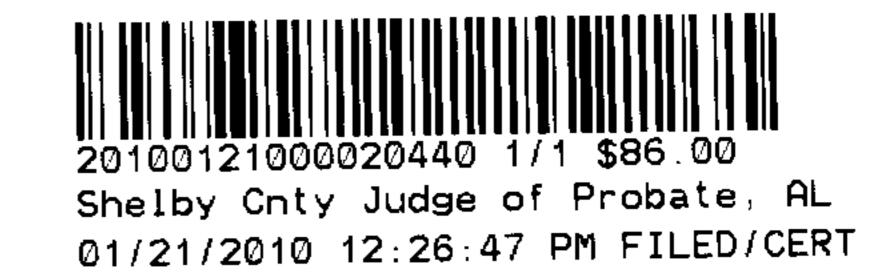
Return to First Commercial Bank 800 Shades Creek Parkway

Birmingham, AL 35209



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

Shelby JEFFERSON COUNTY

Alabama

Shelby

THIS AGREEMENT made and entered into this date:

11/23/09

by and between

Seann S. Wallace, a married man

Autumn S. Wallace, his wife

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

By Alabama Mortgage dated:

10/13/04 recorded in Mortgage Book

Inst#20041103000605840

Jefferson

Lot 134, Highlands Lake, 1st Sector

Alabama

(briefly identified as

to secure loans and advances made to Grantor on a

\$50,000.00

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 so that the Credit Line secured by said Mortgage \$50,000.00 is and has been increased by the sum of and said Home Equity Line Agreement and said Mortgage are \$100,000.00 now amounts to 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:

Seann S. Wallace, a married man

Autumn S. Wallace, his wife

Grantor:

First Commercial Bank

Lending Officer

Signed, sealed and delivered in the presence of:

Notary Public

Walker County, Alabama

Jeffersm

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Aug 31, 2012 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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