


**AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

6311053

This Amendment (the "Amendment") is made and entered into on OCTOBER 1, 2004, by and between GARY L. MOON AND KATHLEEN M. MOON, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS


20041022000583800 Pg 1/3 66.50
Shelby Cnty Judge of Probate, AL
10/22/2004 11:52:00 FILED/CERTIFIED

A. GARY L. MOON AND KATHLEEN M. MOON (hereinafter called the "Borrower", whether on or more) has (have) entered into an agreement entitled First Commercial Bank "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated AUGUST 23, 2000 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the sum of TWENTY FIVE THOUSAND DOLLARS AND NO/100-----Dollars 25,000.00(the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Open - End Credit, Future Advance Real Estate Mortgage and Security Agreement (the "Mortgage") recorded in Inst # 2000/36294, in the Probate Office of SHELBY County, Alabama, . The Mortgage secures (among other things) all advances made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

B. The Borrower and the Mortgagor have requested that the Mortgagee increase the Credit Limit to FIFTY EIGHT THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 58,000.00
C.) (the "Amended Credit Limit").

D. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:

1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of FIFTY EIGHT THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 58,000.00).

2. In addition to the other indebtedness described in the Mortgage, the Mortgage shall secure the payment of all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding nor exceeding the Amended Credit Limit of FIFTY EIGHT THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 58,000.00).

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 1ST day of OCTOBER, 2004.

Gary L. Moon (SEAL)
GARY L. MOON
Kathleen M. Moon (SEAL)
KATHLEEN M. MOON

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Jennifer G. Cousins
JENNIFER G. COUSINS

ITS: PRIVATE BANKING OFFICER
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GARY L. MOON AND KATHLEEN M. MOON, whose names are signed to the foregoing amendment, and who are known to me, acknowledged before me on this day that, being informed of the contents of said amendment, have executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 1ST day of OCTOBER, 2004.

(NOTARIAL SEAL)

Michael C. Flowers
Notary Public

My commission expires: 9-1-08

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JENNIFER G. COUSINS whose name as PRIVATE BANKING OFFICER of First Commercial Bank, a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official seal this 1ST day of OCTOBER, 2004.

(NOTARIAL SEAL)

Michael C. Flowers
Notary Public

My commission expires: 9-1-08

This instrument prepared by:

Name: PEARLIE N. JACKSON
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 249 INDIAN FOREST TRL; PELHAM, AL 35124 CURRENTLY OWNED BY GARY L MOON AND KATHLEEN M MOON HAVING A TAX IDENTIFICATION NUMBER OF 105150002068000 AND FURTHER DESCRIBED AS LOT: 21; BLOCK: 3; DISTRICT: 15; CITY: INDIAN SPRINGS; SEC/TWN/RNG/MERIDIAN: SEC 15 TWN 19S RNG 2W DB 293 P 240;RB 091 PG 719;INDIAN FOREST ESTATES 2ND SECTOR BLOCK 3.

105150002068000
249 INDIAN FOREST TRL; PELHAM, AL 35124
5171-PB-0700-494
15133353/f

The use of this Legal Description is limited by the terms and conditions of the FACT Title Report, the FACT Service Level Agreement, and the FACT Master Loan Policy.

When recorded mail to:
FIRST AMERICAN ELS, INC.
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FACT DEPARTMENT