Inst # 1994-27398

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

This Amendment (the "Amendment") is made and entered into on July 28, 19 94, by and between Norman A. Latona and wife, Mary Ann S. Latona (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Norman A. Latona and wife, Mary Ann S. Latona (hereinafter called the "Borrower", whether one 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 May 14, 1987, 19 87 (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 **One Hundred Fifty Thousand and no/100*************** Dollars ($**150,000.00*****) (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 Book 131 at page 591-594, 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.

C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Credit Limit to **Two Hundred Forty Nine Thousand and no/100**********Dollars ($ **249,000.00) (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 **Two Hundred Forty Nine Thousand and no/100************************************** Dollars ($ **249,000.00*******).

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 not exceeding the Amended Credit Limit of **Two Hundred Forty Nine Thousand and no/100************************Dollars ($ **249,000.00******).

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

09/06/1994-27398
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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 159.50

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IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 28th day of July, 19 94.

X Norman A. Latona (SEAL)
Norman A. Latona

XX Mary Ann S. Latona (SEAL)
Mary Ann S. Latona

_______________ (SEAL)

_______________ (SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Barbara Logan
Barbara Logan
ITS: Private Banking Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )
Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Norman A. Latona and wife, Mary Ann S. Latona, 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 28th day of July, 19 94.

(NOTARIAL SEAL)

Angela J. Singleton
NOTARY PUBLIC

My commission expires: 02-14-98

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA )
Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Barbara Logan, 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 28th day of July, 19 94.

(NOTARIAL SEAL)

Angela J. Singleton
NOTARY PUBLIC

My commission expires: 02-14-98

09/06/1994-27398
01:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 159.50

This instrument prepared by:
Ms. Barbara Logan
Name: First Commercial Bank
Address: P. O. Box 11746; B'ham, AL 35202-1746
2000B SouthBridge Parkway; B'ham, AL 35209