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

10,000.

Inst # 1995-01257

This Amendment (the "Amendment") is made and entered into on December 30th, 19 94, by and between David R. Spruiell and wife, Phyllis R. Spruiell (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. David R. Spruiell and wife, Phyllis R. Spruiell (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 November 28th, 19 88 (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 **Fifteen Thousand and no/100*** ************* Dollars ($**15,000.00**). (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 216 at page 318, 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 **Forty-five Thousand and no/100* **************** Dollars ($**45,000.00**) (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 **Forty-five Thousand and no/100************** ******************************** Dollars ($**45,000.00**).

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 **Forty-five Thousand and no/100* ********************************* Dollars ($**45,000.00**).

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

*and amended by that document dated 7-15-91, entitled "AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT", recorded in Book 371, Pg. 564, JOP Shelby County, AL. Further amended by that document dated 2-8-94, entitled "AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE REAL ESTATE MORTGAGE AND SECURITY AGREEMENT", recorded in Inst. #1994-05910, in the Probate Office of Shelby County, Alabama.

01/17/1995-01257
09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 26.00

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 30th day of December, 19 94.

x (SEAL) David R. Spruiell

xx (SEAL) Phyllis R. Spruiell

(SEAL)

(SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: William H. Pitts

ITS: Vice President

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 David R. Spruiell and wife, Phyllis R. Spruiell, 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 30th day of December, 19 94.

(NOTARIAL SEAL)

NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: Feb. 14, 1998. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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 William H. Pitts, whose name as Vice President 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 30th day of December, 19 94.

(NOTARIAL SEAL)

NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE. MY COMMISSION EXPIRES: Feb. 14, 1998. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1995-01257

This instrument prepared by:

Name: FCB / William H. Pitts
Address: POB 11746
B'ham, AL 35202-1746

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09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 26.00

Rev. 12-89