

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

10,000.

This Amendment (the "Amendment") is made and entered into on  
December 30th, 1994, 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, 1988 (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

Inst # 1995-01257

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

X David R. Spruiell (SEAL) David R. Spruiell  
XX Phyllis R. Spruiell (SEAL) Phyllis R. Spruiell  
(SEAL)  
(SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: William H. Pitts  
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)

Angela J. Singleton  
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)

Angela J. Singleton  
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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SHELBY COUNTY JUDGE OF PROBATE  
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