

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

This Amendment (the "Amendment") is made and entered into on January 6, 1997, by and between Mark Anthony Barr and wife, Dena Yuille Barr (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Mark Anthony Barr and wife, Dena Yuille Barr (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 December 21, 1993 (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 Dollars 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 1994-06513, 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 Twenty Thousand Dollars and No/100***** Dollars (\$20,000.00*****) (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 Twenty Thousand Dollars and No/100***** Dollars (\$20,000.00*****).

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 Twenty Thousand Dollars and No/100***** Dollars (\$20,000.00*****).

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

01/27/1997-02588
09:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 18.50

January

Mark Anthony Bart

Dena
Dena Yvonne Barr

(SEAL)

(SEAL)

BY:

Tonya TV Mackinnaw

ITS: Home Equity Manager

Given under my hand and official seal this 6th day of
January 1997.

Notary Public
MY COMMISSION EXPIRES 10-21-97

My commission expires:

Given under my hand and Official seal this 6th day of
January 1997.

Notary Public

My commission expires:

This instrument prepared by:

Name: First Commercial Bank - Tonya Mackinaw
Address: P.O. Box 11746
Birmingham, AL 35202-1746

Inst # 1997-02588

01/27/1997-02588
09:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MEL 18.50