

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

Inst # 1998-02760

This Amendment (the "Amendment") is made and entered into on  
January 12, 1998, by and between  
Phillip B. McGee, and wife, Susan R. McGee  
(hereinafter called the "Mortgagor", whether one or more) and First  
Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Phillip B. McGee, and wife, Susan R. McGee  
(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 February 29, 1996 (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 Two Thousand and no/100\*\*\*\*\* Dollars (\$22,000.00 )  
(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 1996-08369  
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 \*\*Thirty Two Thousand and  
no/100\*\*\*\* Dollars (\$ 32,000.00 ) (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:


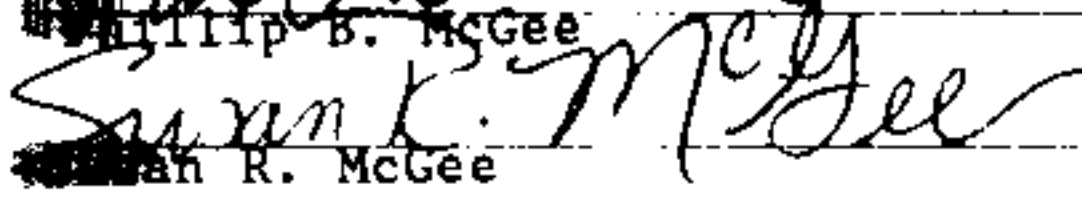
1. The term "Credit Limit" as used in the Mortgage shall mean  
the Amended Credit Limit of \*\*\*\*Thirty Two Thousand and no/100\*\*\*\*\*  
\*\*\*\*\* Dollars (\$ 32,000.00 ).

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 \*\*Thirty  
Two Thousand and no/100\*\*\*\* Dollars (\$ 32,000.00 ).


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

01/27/1998-02760  
11:19 AM CERTIFIED  
SHELBY COUNTY CLERK OF PROBATE  
2002

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 12th day of January, 1998.

  
Phillip B. McGee (SEAL)  
  
Susan R. McGee (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

FIRST COMMERCIAL BANK  
MORTGAGEE

BY:   
Rebecca Simmons  
ITS: Branch Manager

INDIVIDUAL ACKNOWLEDGMENT

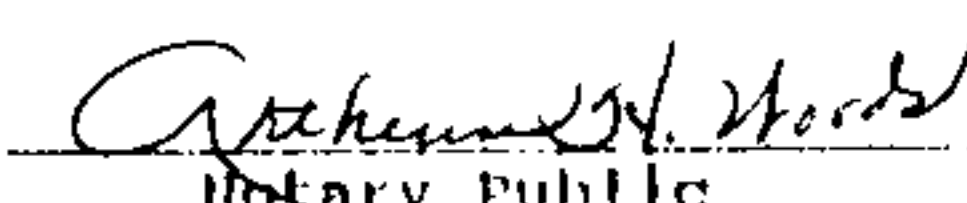
STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Phillip B. McGee, and wife, Susan R. McGee, 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 12th day of January, 1998.

(NOTARIAL SEAL)

My commission expires:

  
Notary Public  
9-29-98

CORPORATE ACKNOWLEDGMENT

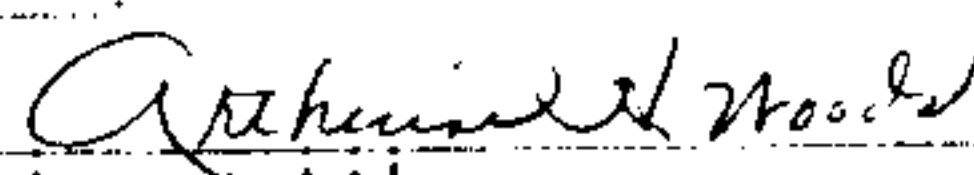
STATE OF ALABAMA )  
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Rebecca Simmons, whose name as Branch Manager 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 12th day of January, 1998.

(NOTARIAL SEAL)

My commission expires:

  
Notary Public  
9-29-98

This instrument prepared by:

Name: Leann Cox/ First Commercial Bank  
Address: P. O. Box 11746  
Birmingham, AL 35202

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01/27/1998-02760  
11:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 26.00