

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

Inst # 1998-12551

This Amendment (the "Amendment") is made and entered into on
March 19 19 98, by and between Robert E. Okin, Jr., and wife, Judith M. Okin
(hereinafter called the "Mortgagor", whether one or more) and First
Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Robert E. Okin, Jr., and wife, Judith M. Okin
(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 July 31, 19 97 (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 ***Forty Five Thousand and no/100*** Dollars (\$45,000.00)
(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 1997-26703,
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 *****Sixty Five Thousand and
no/100***** Dollars (\$ 65,000.00) (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 *****Sixty Five Thousand and no/100*****
***** Dollars (\$ 65,000.00).

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 ***Sixty Five
Thousand and no/100***** Dollars (\$ 65,000.00).

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

04/08/1998-12551
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
BOE NEL 41.00

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 19th day of March 1998.

Robert E. Okin (SEAL)
Robert E. Okin, Jr. (SEAL)
Judith M. Okin (SEAL)
Judith M. Okin (SEAL)
(SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Rebecca Simmons
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 _____, Robert E. Okin, Jr., and wife, Judith M. Okin, 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 19th day of
March 1998.

(NOTARIAL SEAL)

Arthur H. Woods
Notary Public

My commission expires: 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 19th day of
March 1998.

(NOTARIAL SEAL)

Notary Public

My commission expires:

This instrument prepared by:

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

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SHELBY COUNTY JUDGE OF PROBATE
002 MEL 41.00

NY 100-12551