

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

This Amendment (the "Amendment") is made and entered into on October 23, 1998, by and between Mark S. Shoemaker, and wife, Lisa M. Shoemaker (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Mark S. Shoemaker, and wife, Lisa M. Shoemaker (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 May 5, 1997 (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 Eight Thousand and no/100*** Dollars (\$28,000.00) (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 1997-16482, 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 ***Seventy Eight Thousand and no/100*** Dollars (\$78,000.00) (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 ***Seventy Eight Thousand and no/100*** Dollars (\$78,000.00).

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 ***Seventy Eight Thousand and no/100*** Dollars (\$78,000.00).

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

11/30/1998-47210
03:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE CRH 86.00

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IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 23rd day of October, 1998.

Mark S. Shoemaker (SEAL)
Mark S. Shoemaker

Lisa M. Shoemaker (SEAL)

(SEAL)

_____ (SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Tonya Mackinaw
Tonya Mackinaw

ITS: Home Equity Officer

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 Mark S. Shoemaker and Lisa M. Shoemaker

whose name s 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 23rd day of October, 1998.

(NOTARIAL SEAL)

My commission expires:

Leann C Cox

Notary Public NOTARY PUBLIC STATE OF ALABAMA AT Large
MY COMMISSION EXPIRES: Aug. 8, 2006.
COMM. #9911 NOTARY PUBLIC (BUSINESS)

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 Tonya Mackinaw, whose name as Home Equity Officer is signed to the foregoing

whose name as _____ 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 23rd day of October, 1998.

(NOTARIAL SEAL)

My commission expires:

and Official Seal ends 2008
998. Leann C. Cox
Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 2, 2008.
SIGNED THIS NOTARY PUBLIC: (Signature)

This instrument prepared by:

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

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03:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 86.00