

Inst # 1999-07658

AMENDMENT TO OPEN-END CREDIT, FUTURE ADVANCE  
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT  
SHELBY COUNTY JUDGE OF PROBATE  
002 SMA 56.00

This Amendment (the "Amendment") is made and entered into on  
January 21, 1999, by and between  
Stephen L. Pryor and wife, Elizabeth T. Pryor  
(hereinafter called the "Mortgagor", whether one or more) and First  
Commercial Bank (hereinafter called the "Mortgagee").

**RECITALS**

A. Stephen L. Pryor and wife, Elizabeth T. Pryor  
(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 October 29, 1998 (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 Thousand and no/100\*\*\*\*\* Dollars (\$20,000.00)  
(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 1998-48085,  
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 \*\*\*Fifty Thousand and no/100\*\*  
\*\*\*\*\* Dollars (\$50,000.00) (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 \*\*\*Fifty Thousand and no/100\*\*\*\*\*  
\*\*\*\*\* Dollars (\$50,000.00).

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 \*\*Fifty  
Thousand and no/100\*\*\*\*\* Dollars (\$50,000.00).

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

02/24/1999-07658  
09:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SMA 56.00

*A. C. B.* (SEAL)  
Stephen L. Pryor (SEAL)  
*Elizabeth T. Pryor* (SEAL)  
Elizabeth T. Pryor (SEAL)  
(SEAL)

MORTGAGEE  
BY: Donald J. Garvich V. Pres.  
ITS: Vice President

02/24/1999-07658  
09:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 36.00