

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

Inst # 1999-32528

08/04/1999-32528
09:19 AM CERTIFIED
F. MOORE

This Amendment (the "Amendment") is made and entered into on July 16, 1999, by and between David H. Dees and Janet L. Dees, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. David H. Dees and Janet L. Dees, a married couple (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 27, 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 **Thirty Two Thousand and no/100*** Dollars (\$32,000.00) (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 1994-01319, 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 ***One Hundred Thousand and no/100*** Dollars (\$ 100,000.00) (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 ***One Hundred Thousand and no/100*** Dollars (\$ 100,000.00).

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 ***One Hundred Thousand and no/100*** Dollars (\$ 100,000.00).

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

David H. Dees (SEAL)

Janet L. Dees (SEAL)

(SEAL)

(SEAL)

MORTGAGEE
BY: Louise Woodard
Louise Woodard
ITS: Assistant Vice President

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SHE. BY COUNTY JUDGE OF PROBATE