


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

This Amendment (the "Amendment") is made and entered into on FEBRUARY 5, 2003, by and between JULIA C. KIMBROUGH AND DORIS E. CHANDLER, SINGLE WOMEN (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS


20030317000158670 Pg 1/2 21.50
Shelby Cnty Judge of Probate, AL
03/17/2003 10:27:00 FILED/CERTIFIED

A. JULIA C. KIMBROUGH AND DORIS E. CHANDLER (hereinafter called the "Borrower", whether on 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 22, 2000 AND AMENDED ON MARCH 19, 2002 (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 THOUSAND AND ZERO DOLLARS AND FORTY THOUSAND AND ZERO DOLLARS-----Dollars (\$ 30,000.00 & 40,000.00)(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 Inst # 2001-03995/2002-17330, 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.

B. The Borrower and the Mortgagor have requested that the Mortgagee increase the Credit Limit to FORTY FIVE THOUSAND-----Dollars (\$ 45,000.00
C.) (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.

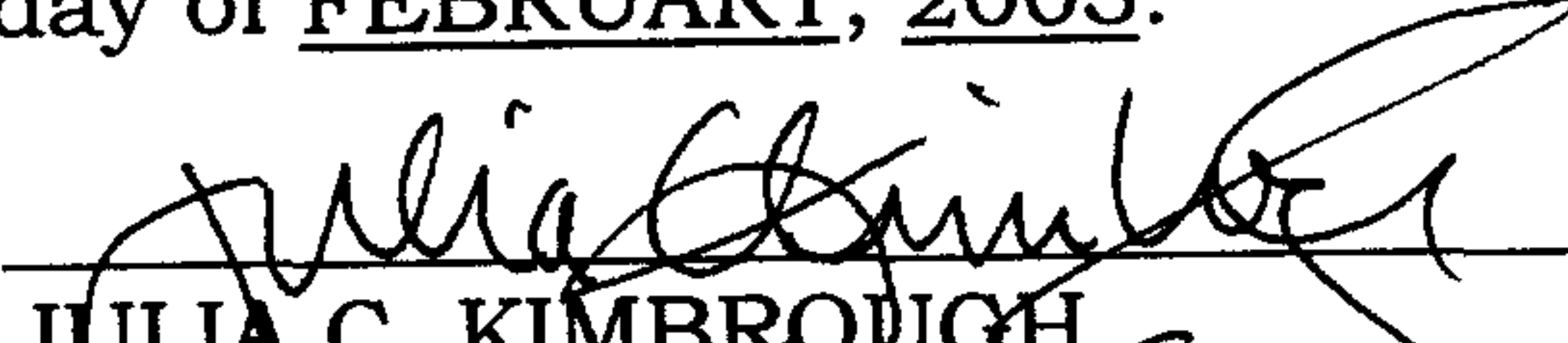

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:

1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of FORTY FIVE THOUSAND-----Dollars (\$ 45,000.00).

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 nor exceeding the Amended Credit Limit of FORTY FIVE THOUSAND-----Dollars (\$ 45,000.00).

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 5TH day of FEBRUARY, 2003.

 (SEAL)
JULIA C. KIMBROUGH
 (SEAL)
DORIS E. CHANDLER

FIRST COMMERCIAL BANK
MORTGAGEE

BY: _____
GREG P. MAERCKER

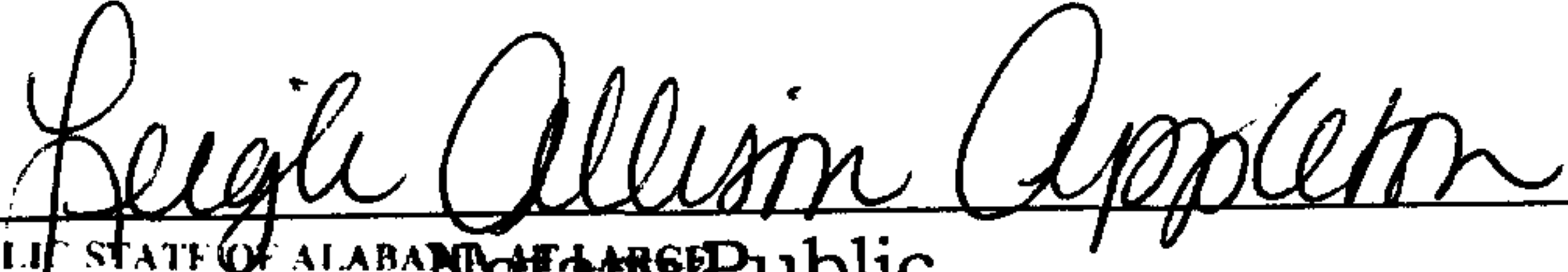
ITS: BRANCH MANAGER
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JULIA C. KIMBROUGH AND DORIS E. CHANDLER, 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 5TH day of FEBRUARY, 2003.

(NOTARIAL SEAL)


NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Feb 28, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

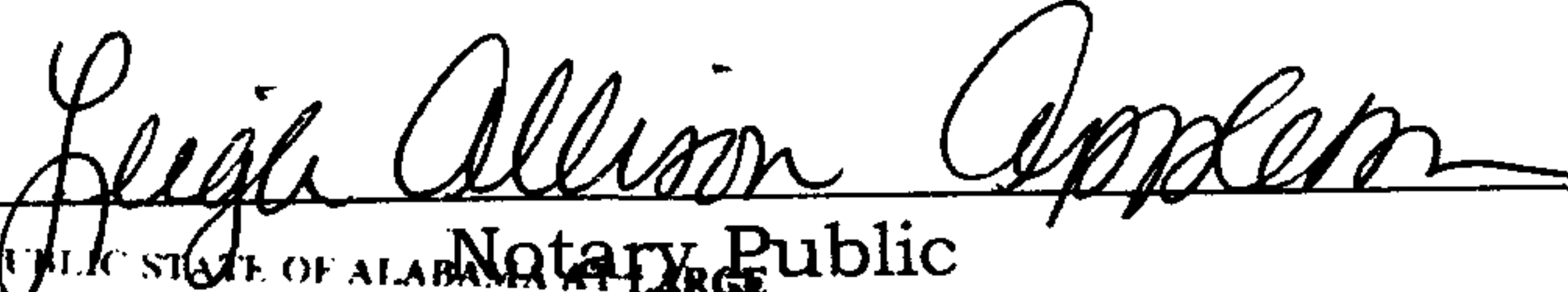
CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GREG P. MAERCKER 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 5TH day of FEBRUARY, 2003.

(NOTARIAL SEAL)


NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Feb 28, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

This instrument prepared by:
Name: PEARLIE N. JACKSON
First Commercial Bank
Address: P. O. Box 11746
Birmingham, Al 35202-1746