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

This instrument is being re-recorded to state the instrument # in Section B.

This Amendment (the "Amendment") is made and entered into on <u>SEPTEMBER 9, 2002</u>, by and between <u>KEITH A. MOORE AND ERIN T. MOORE, A MARRIED COUPLE</u> (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagor")

RECITALS

20030317000158680 Pg 1/2 15.00 Shelby Cnty Judge of Probate, AL 03/17/2003 10:28:00 FILED/CERTIFIED

- 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 #20030227000120590, 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 <u>NINTEEN THOUSAND SIX HUNDREDand no/100--</u>
 ------Dollars (\$ 19,600.00) (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 <u>NINTEEN THOUSAND SIX HUNDRED and no/100-----</u>Dollars (\$ 19.600.00).
- 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 NINTEEN THOUSAND SIX HUNDREDand no/100----Dollars (\$ 19,600.00).

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this <u>9TH</u> day of <u>SEPTEMBER</u> , <u>2002</u> .
Let A. Moon (SEAL)
KEITH A. MOORE (SEAL)
ERIN T. MOORE FIRST COMMERCIAL BANK
MORTGAGEE
BY: WELISSA W. MANN
ITS: ASSISTANT BRANCH MANAGER
INDIVIDUAL ACKNOWLEDGEMENT
STATE OF ALABAMA) JEFFERSON COUNTY) 20030317000158680 Pg 2/2 15.00 Shelby Cnty Judge of Probate, AL 03/17/2003 10:28:00 FILED/CERTIFI
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that KEITH A. MOORE AND ERIN T. MOORE . 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 9THday of SEPTEMBER _, 2002
(NOTARIAL SEAL) (NOTARIAL SEAL) (Notary Public
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 MELISSA W. MANNwhose name as ASSISTANT 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 9THday of SEPTEMBER
(NOTARIAL SEAL) Motory Public
My commission expires: $\frac{10/30/0}{20/0}$ Notary Public
This instrument prepared by: Name: PEARLIE N. JACKSON First Commercial Bank
Address P O Box 11746

Birmingham, Al 35202-1746