

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

This Amendment (the "Amendment") is made and entered into on MAY 2, 2003 by and between RICHARD SCOTT PERKINS AND JEANNE PERKINS, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. RICHARD SCOTT PERKINS AND JEANNE PERKINS (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 AUGUST 12, 1999 AND AMENDED ON OCTOBER 22, 1999 AND FURTHER AMENDED ON AUGUST 26, 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 ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED AND ZERO CENTS AND AMENDED TO TWO HUNDRED THIRTY THOUSAND AND ZERO CENTS AND FURTHER AMENDED TO FOUR HUNDRED NINTY THOUSAND AND ZERO CENTS and no/100--Dollars (151,500.00, 230,000.00 & 490,000.00)(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 # 1999-42700,2000-00815 & 20020911000435630, 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 **decrease** the Credit Limit to ONE HUNDRED THOUSAND AND ZERO CENTS 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 ZERO CENTS 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 nor exceeding the Amended Credit Limit of ONE HUNDRED THOUSAND AND ZERO CENTS 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.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 28TH day of MAY, 2003.



RICHARD SCOTT PERKINS

(SEAL)



JEANNE PERKINS

(SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: _____

CHRISTOPHER J. ROBBINS
ITS: VICE PRESIDENT


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 RICHARD SCOTT PERKINS AND JEANNE PERKINS 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 28TH day of MAY, 2003.

(NOTARIAL SEAL)



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES Sept. 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

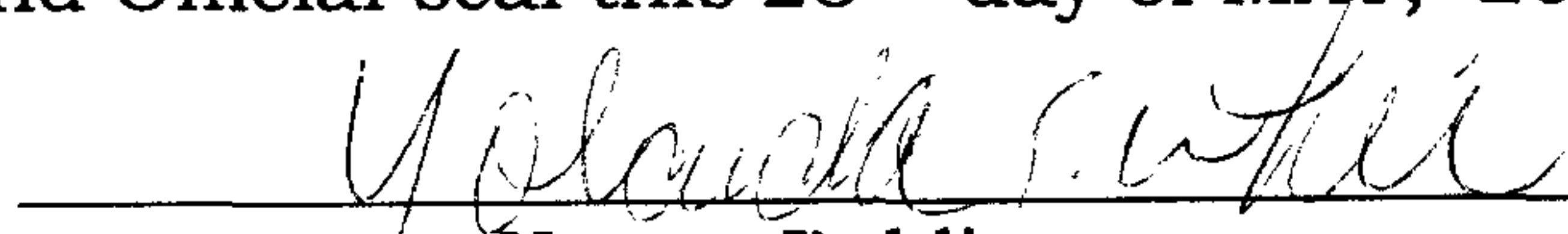
CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHRISTOPHER J. ROBBINS whose name as VICE PRESIDENT 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 28TH day of MAY, 2003.

(NOTARIAL SEAL)



Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES Sept. 10, 2006
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