


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

This Amendment (the "Amendment") is made and entered into on FEBRUARY 6, 2004, by and between MARK ANTHONY BARR AND DENA YUILLE BARR, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS


20040402000169100 Pg 1/2 44.00
Shelby Cnty Judge of Probate, AL
04/02/2004 11:21:00 FILED/CERTIFIED

A. MARK ANTHONY BARR AND DENA YUILLE BARR (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 21, 1993 AND AMENDED ON JANUARY 6, 1997 AND FURTHER AMENDED ON MARCH 22, 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 FIFTEEN THOUSAND AND ZERO CENTS AND AMENDED TO TWENTY THOUSAND AND ZERO CENTS AND FURTHER AMENDED TO THIRTY THOUSAND DOLLARS AND ZERO CENTS----- Dollars 15,000.00 AND AMENDED TO \$20,000.00 AND FURTHER AMENDED TO \$30,000.00)(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 # 1994/06513 AND AMENDED TO 1997/02588 AND FURTHER AMENDED TO 2002/17333, 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 FIFTY THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 50,000.00

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 FIFTY THOUSAND DOLLARS AND ZERO CENTS----- 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 nor exceeding the Amended Credit Limit of FIFTY THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 50,000.00).

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

20040402000169100 Pg 2/2 44.00
Shelby Cnty Judge of Probate, AL
04/02/2004 11:21:00 FILED/CERTIFIED

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 6TH day of FEBRUARY, 2004.

Mark Anthony Barr (SEAL)
MARK ANTHONY BARR
Dena Yuille Barr (SEAL)
DENA YUILLE BARR

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Leah B. Brown
LEAH B. BROWN

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 MARK ANTHONY BARR AND DENA YUILLE BARR, 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 6TH day of FEBRUARY, 2004.

(NOTARIAL SEAL) Wm D. Cummins
Notary Public
My commission expires: 9-30-04

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 LEAH B. BROWN 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 6TH day of FEBRUARY, 2004.

(NOTARIAL SEAL) Wm D. Cummins
Notary Public
My commission expires: 9-30-04

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