

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

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This Amendment (the "Amendment") is made and entered into on APRIL 12, 2004, by and between DEANNA O. SHUMATE, A SINGLE WOMAN (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. DEANNA O. SHUMATE

(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 MARCH 18, 2004 (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 TEN THOUSAND DOLLARS AND ZERO CENTS-----Dollars 10,000.00)(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 # 20040423000209530, 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 FIFTEEN THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 15,000.00

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 FIFTEEN THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 15,000.00).

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 FIFTEEN THOUSAND DOLLARS AND ZERO CENTS-----Dollars (\$ 15,000.00).

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 12TH day of APRIL, 2004.

Deanna O. Shumate (SEAL)
DEANNA O. SHUMATE

_____ (SEAL)

FIRST COMMERCIAL BANK
MORTGAGEE

BY: Melissa W. Mann
MELISSA W. MANN

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 DEANNA O. SHUMATE, 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 12TH day of APRIL, 2004.

(NCTARIAL SEAL)

Arthur H. Curry
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 7, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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. MANN 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 12TH day of APRIL, 2004.

(NOTARIAL SEAL)

Arthur H. Curry
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 7, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Name: PEARLIE N. JACKSON
First Commercial Bank

Address: P. O. Box 11746
Birmingham, Al 35202-1746

EXHIBIT A

SITUATE IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 431 ACCORDING TO THE SURVEY OF WYNDHAM, ROCKHAMPTON,
SECTOR II AS RECORDED IN MAP BOOK 24, PAGE 65, SHELBY COUNTY,
ALABAMA RECORDS.

Permanent Parcel Number: 135223003077000
DEANNA OWEN SHUMATE

8034 ROCKHAMPTON CIRCLE, HELENA AL 35080
Loan Reference Number : CLU - 0008 - MWM
First American Order No: 5509469
Identifier: L/ELS

When recorded mail to:
FIRST AMERICAN ELS, INC.
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FACT DEPARTMENT