


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

5825270

This Amendment (the "Amendment") is made and entered into on JUNE 17, 2004, by and between GAYLE B. KERR AND JERRY S. KERR, A MARRIED COUPLE (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS


20040802000427100 Pg 1/3 29.45
Shelby Cnty Judge of Probate, AL
08/02/2004 12:08:00 FILED/CERTIFIED

A. GAYLE B. KERR AND JERRY S. KERR (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 APRIL 23, 2003 (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 # 20030627000403260, 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 EIGHTEEN THOUSAND THREE HUNDRED DOLLARS -----Dollars (\$ 18,300.00
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.

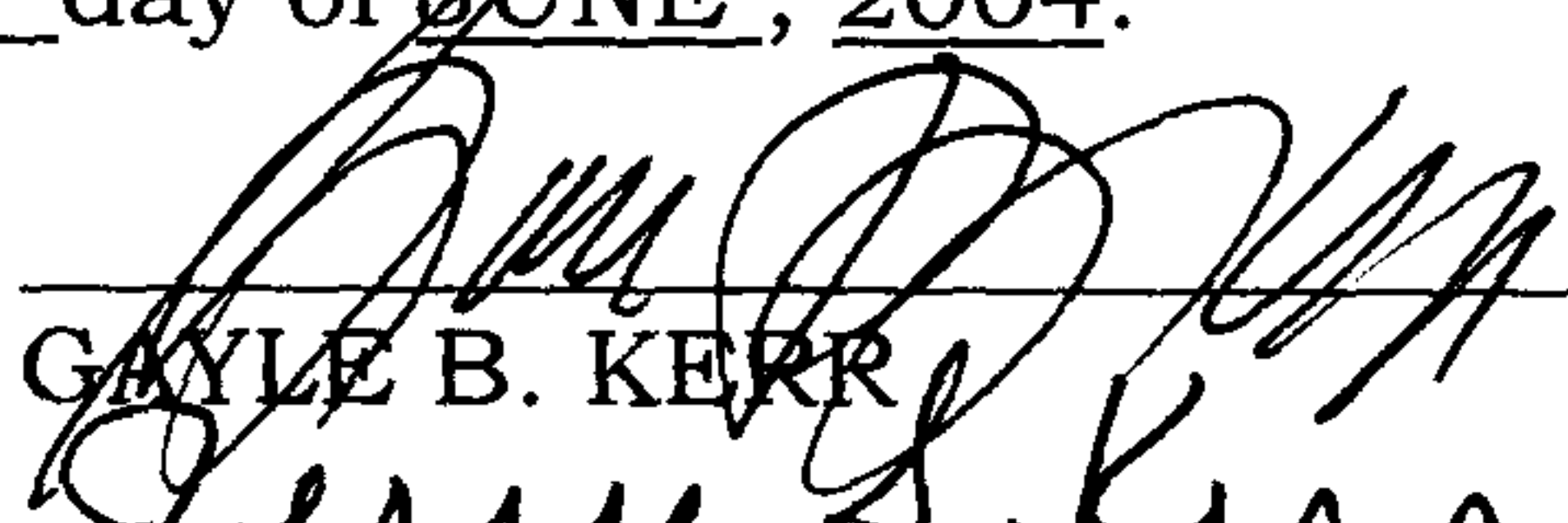

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended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

1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of EIGHTEEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS-----Dollars (\$ 18,300.00).

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 EIGHTEEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS-----Dollars (\$ 18,300.00).

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 17TH day of JUNE, 2004.

 (SEAL)
GAYLE B. KERR
 (SEAL)
JERRY S. KERR

FIRST COMMERCIAL BANK
MORTGAGEE

BY: 
BRENDA D. JOHNSON

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 GAYLE B. KERR AND JERRY S. KERR, 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 17TH day of JUNE, 2004.

(NOTARIAL SEAL)

My commission expires: 
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Oct 30, 2006
BOONED THRU NOTARY PUBLIC UNDERSTANDING

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 BRENDA D. JOHNSON 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 17TH day of JUNE, 2004.

(NOTARIAL SEAL)

My commission expires: 
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Oct 30, 2006
BOONED THRU NOTARY PUBLIC UNDERSTANDING

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

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER 97, IN FOREST LAKES SECTOR 2, PHASE 2, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 29, PAGE 127 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 095220004028000
JERRY S. KERR AND GAYLE B. KERR,
MARRIED

2226 FOREST LAKES LANE, STERRETT AL 35147
Loan Reference Number : 5136-CLU-0001-BDJ
First American Order No: 5825270
Identifier: f/ELS

When recorded mail to:

✓ **FIRST AMERICAN ELS, INC.**
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FACT DEPARTMENT