

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

This Amendment (the "Amendment") is made and entered into on September 20, 2005, by and between William M. Gunn and Elizabeth W. Gunn, a married couple (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

- A. <u>William M. Gunn and Elizabeth W. Gunn</u> (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 <u>September 13, 2000</u> (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 <u>Two hundred fifty thousand and no/100--Dollars</u> (\$250,000.00) (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 # 2000-37293, 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 change the Borrower from William M. Gunn to William M. Gunn and Elizabeth W. Gunn.
- D. The Mortgagee has required, as a condition to approving the request for the addition of Borrower, that the Mortgagor enter into this Amendment.

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 20th day of September, 2005.

William M. Gunn

W Www (SEAL)

(SEAL)

Elizabeth W. Gunn

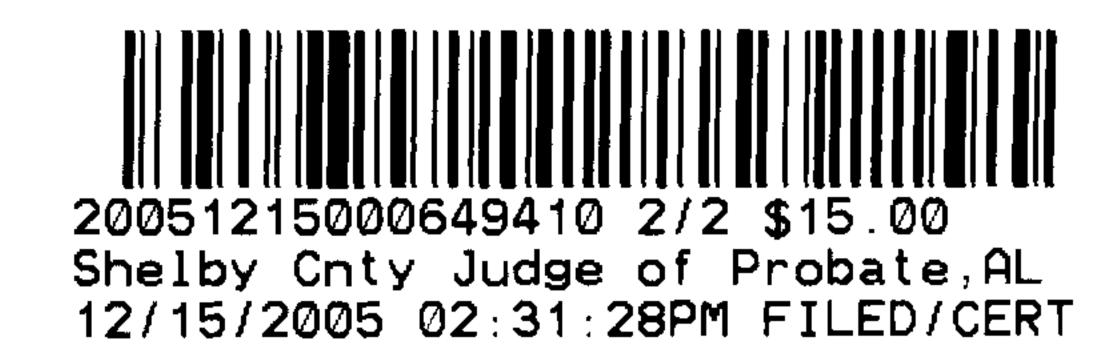
FIRST COMMERCIAL BANK

MORTGAGEE

BY:

T. Lane Wooley

ITS: Sr. Vice President



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA	
JEFFERSON COUNTY)

Address: P.O. Box 11746

Birmingham, Al 35202-1746

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William M. Gunn and Elizabeth W. Gunn 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.

bears date.	
	icial seal this 20th day of September, 2005.
(NOTARIAL SEAL)	ang R'Mande
My commission expires:	Notary Public
CORPORATE A	CKNOWLEDGEMENT
STATE OF ALABAMA) JEFFERSON COUNTY)	
said State, hereby certify that <u>T. Lan</u> of First Commercial Bank, a content amendment, and who is known to that, being informed of the contents	a Notary Public in and for said County, in the Wooley whose name as Sr. Vice President corporation, is signed to the foregoing me, acknowledged before me on this days of said amendment, (s)he, as such officer same voluntarily for and as the act of said
Given under my hand and Off	icial seal this 20th day of September, 2005.
(NOTARIAL SEAL)	Motary Public Deptember, 2000.
My commission expires:	
This instrument prepared by: Name: Helen Ancic First Commercial Bank	NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: APR. 18, 2009 BONDED THRU NOTARY PUBLIC UNDERWRITERS