

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

This Amendment (the "Amendment") is made and entered into on JANUARY 8, 2009, by and between ROSS B. SMITH AND SHASTA SMITH, A MARRIED COUPLE, (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

**RECITALS**

A. ROSS B. SMITH AND SHASTA SMITH (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 27, 2007 (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 FIFTY THOUSAND AND ZERO CENTS--Dollars (\$50,000.00)(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 # 20070524000243600, 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 TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND ZERO CENTS--Dollars (\$ 22,750.00) (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.

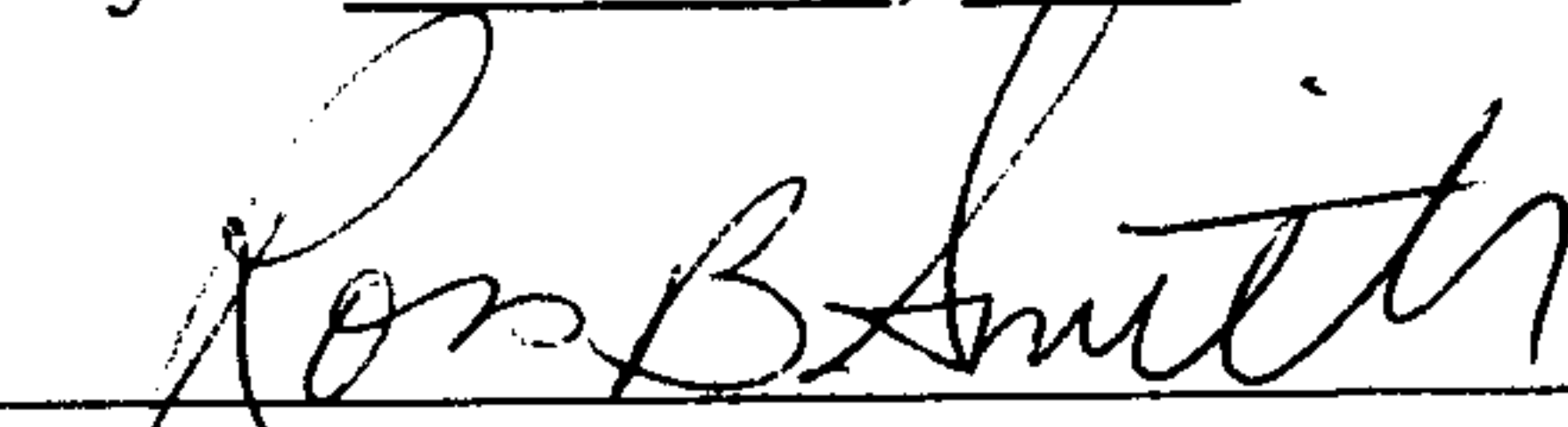
NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended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

1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND ZERO CENTS--Dollars (\$ 22,750.00).

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 TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND ZERO CENTS--Dollars (\$ 22,750.00).

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 8TH day of JANUARY, 2009.

 (SEAL)  
ROSS B. SMITH

Shasta P. Smith (SEAL)  
SHASTA SMITH

FIRST COMMERCIAL BANK  
MORTGAGEE

BY: Walker Johnson  
WALKER JOHNSON  
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 ROSS B. SMITH AND SHASTA SMITH 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 8TH day of JANUARY, 2009.

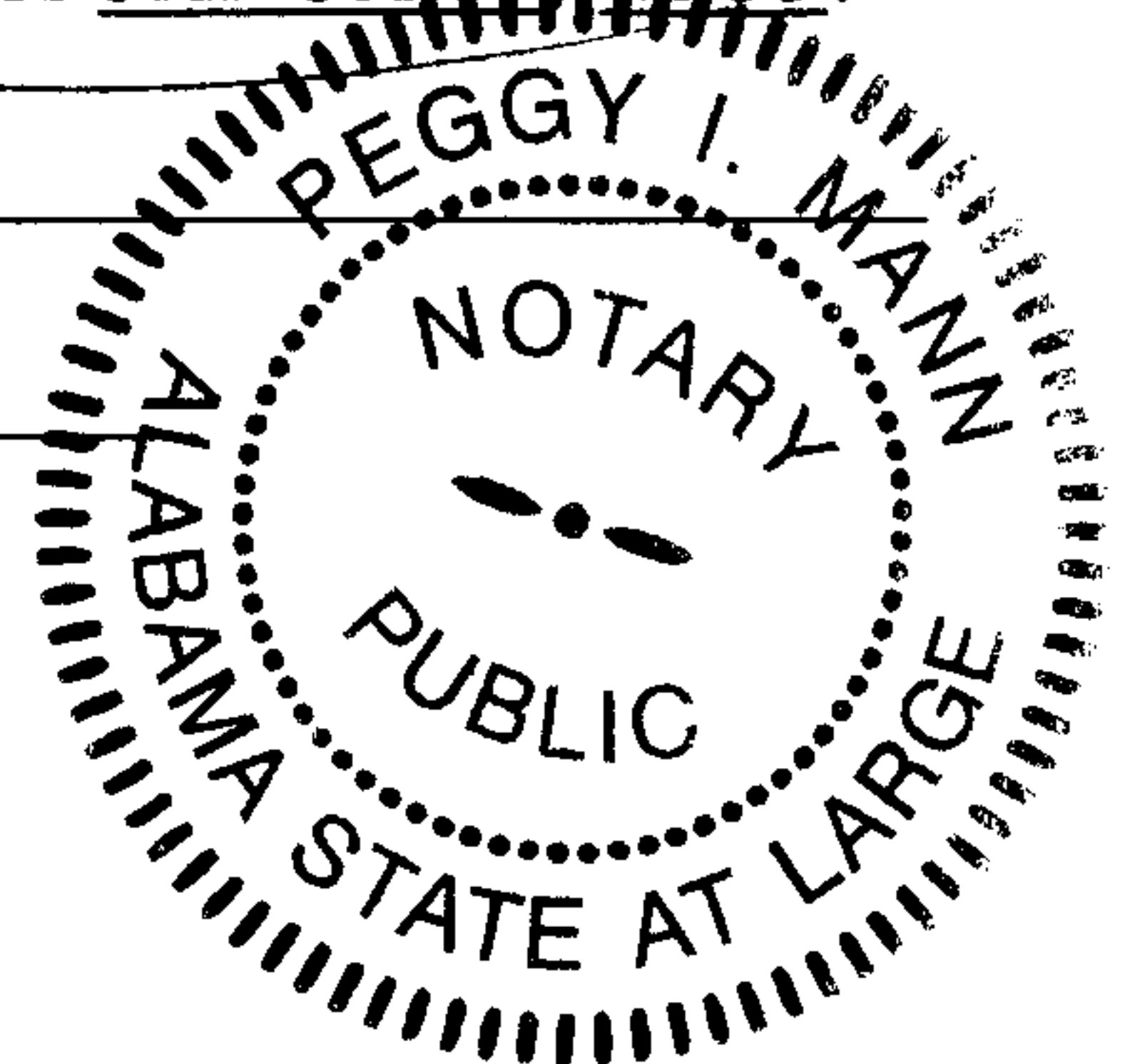
(NOTARIAL SEAL)

My commission expires: 2-5-11 Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

PEGGY I. MANN  
COMMISSION EXPIRES FEB 5, 2011



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that WALKER JOHNSON 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 8TH day of JANUARY, 2009.

(NOTARIAL SEAL)

My commission expires: March 3, 2009 Notary Public

This instrument prepared by:

Name: Teia Williams  
First Commercial Bank  
Address: P. O. Box 11746  
Birmingham, Al 35202-1746