

MODIFICATION AGREEMENT TO PRIME EQUITY LINE AND MORTGAGE

Dallas R. Blevins and Lois Eunice Blevins, the Borrower(s) who signed below (referred to in this Modification Agreement as "I," "me," or "my," whether one or more persons) enter into this Modification Agreement with First Union Home Equity Bank, N.A., this 7th day of May, 1999.

I previously executed and delivered to First Union Home Equity Bank a Prime Equity Line Agreement and Disclosure Statement dated November 10, 1995 ("Note"), which provides for First Union to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$ 60,000.00 U. S. Dollars. The Note is secured by a mortgage of even date recorded in the public land records of Shelby County, Alabama, in Book 1995 Page 33510.

I have requested First Union Home Equity Bank to increase the maximum credit available under the Note, and First Union Home Equity Bank has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification Agreement.

First Union Home Equity and I hereby agree that:

1. The maximum credit available to me pursuant to the Note is hereby increased to the principal sum of Seventy Thousand U.S. Dollars (\$70,000.00) ("New Maximum Credit Available"), and the Mortgage is hereby amended to secure said New Maximum Credit Available.
2. All provisions of the Note and Mortgage, including the manner and time of repayment, shall remain in full force and effect, except as specifically modified by this Modification Agreement.
3. I agree to pay any and all applicable intangible property taxes due on account of the increase in the maximum credit available under the Note provided by this Modification Agreement.
4. First Union Home Equity Bank and I agree that this Modification Agreement shall be governed by North Carolina law and any applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement signed, sealed, and delivered in the presence of:

Nancy L. Gordon
Witness
Susan Phillips
Witness

13 MAY 99
Dallas R. Blevins (SEAL)
Borrower Dallas R. Blevins
Lois Eunice Blevins (SEAL)
Borrower Lois Eunice Blevins

FIRST UNION HOME EQUITY BANK, N.A.

By Nancy L. Gordon
Name: Nancy L. Gordon
Witness Kitty Hardy
Name: KITTY HARDY

Inst. # 1999-22397

STATE OF ALABAMA

COUNTY OF Shelby

_____, whose names Dallas R. Blevins & Louise Blevins
signed to the foregoing conveyance and who
known to me, acknowledge before me on this day, that, being informed of the contents of this conveyance,
executed the same voluntarily on the date the same bears date.

GIVEN under my hand and official seal this 18 day of May, 1999

Dorothy J. R...
Notary Public

MY COMMISSION EXPIRES FEB. 17, 2002

STATE OF VIRGINIA

COUNTY OF ROANOKE

I, April Diane Johnson, Notary Public for said County and State, certify that
Nedra M. Gandon personally came before me and acknowledged that he/she is the Assistant Vice
President of First Union Home Equity Bank, N.A., a national banking association, and that by the authority duly
given and at the act of the corporation, the foregoing instrument was signed in its name by its Assistant Vice
President, sealed with its corporate seal, and attested by its Secretary/Assistant Secretary.

Witness my hand and official seal this 18 day of May, 1999

April Diane Johnson
Notary Public
APRIL DIANE JOHNSON
(TYPE)

My Commission Expires: _____
My Commission Expires: October 31, 2001.

Inst # 1999-22397