

AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE

This Amendment (the "Amendment") is made and entered into on May 25, 1984, by and between Henry W. Gordon and wife, Joyce S. Gordon hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

Recitals

A. Henry W. Gordon and wife, Joyce S. Gordon (hereinafter called the "Borrower", whether one or more) has (have) entered into an Agreement entitled "AmSouth Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee dated December 30, 1983, (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 no/100 Dollars (\$50,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Mortgage Book 442, at page 145, 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 increase the Credit Limit to Sixty-Nine Thousand and no/100 Dollars (\$69,000.00) (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 Sixty-Nine Thousand and no/100 Dollars (\$69,000.00).

2. In addition to the other "Debt" 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 not exceeding the Amended Credit Limit of Sixty-Nine Thousand and no/100 Dollars (\$69,000.00).

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

Jefferson Title Corp.
P.O. Box 10481
Birmingham, AL 35201

BOOK 450 PAGE 545

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this instrument as of the date first written above.

X [Signature] (Seal)

Henry W. Gordon (Seal)

X [Signature] (Seal)

Joyce S. Gordon (Seal)

AMSOUTH BANK N.A.

By [Signature]
Its Assistant Vice President

ACKNOWLEDGMENT FOR INDIVIDUAL(s)

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that
Henry W. Gordon and wife, Joyce S. Gordon,
whose name(s) is (are) signed to the foregoing amendment, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said amendment, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day
of May, 1984.

[Signature]
Notary Public



My commission expires: 5/87

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

ACKNOWLEDGMENT FOR NATIONAL BANK

1984 JUN 12 PM 1:10

STATE OF ALABAMA)
Shelby COUNTY)

117 TAX 28.50
Fee 3.00
Just 1.00
32.50
[Signature]
JUDGE OF PROBATE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that
Rod D. Brittain, whose name as Assistant Vice President of AmSouth Bank N.A., a national banking association, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 25th
day of May, 1984.

[Signature]
Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES FEBURARY 17, 1988.

My commission expires: _____

This instrument prepared by:

Name: Sheila Knowles/AmSouth Bank N.A.
Address: P O Box 216, Birmingham, AL 35201
Attn: Revolving Credit Department



BOOK 450 PAGE 546