AMENDMENT TO ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

This Amendment (the "Amendment") is made and entered & into on October 16,, 1990 , by and between Bobby M. York and wife, Carolyn P. York (hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

RECITALS

Mortgagors (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 March 24, 1987 (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 **Sixty five Thousand Dollars and no/100** Dollars (\$65,000.00) (the "Credit Limit").

- The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") at page 931 Book 124 recorded in County, Alabama. The the Probate Office of Shelby 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 Mortgages increase the Credit Limit to Dollars ****Eighty Thousand Dollars and no/100**** (\$ 80,000.00) (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 **Eighty Thousand Dollars and no/100**Dollars (\$ 80.000.00
- 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 ***Eighty Thousand Dollars and no/100* Dollars (\$80,000.00

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its THE TOTAL TO

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Mary Williams/AmSouth Bank, N. A.

5: p.n. Box 216 Birmingham 35201

Attn. Revolving Credit Market

Name:

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