

**AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE**

EJS:

This Amendment (the "Amendment") is made and entered into on October 32, 19 90, by and between Eugene E. Smith and wife, Marlene M. Smith (hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

RECITALS

A. Eugene E. Smith (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 July 31, 1989 (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 *****One Hundred Thousand and no/100***** Dollars (\$100,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 250 at page 727, 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 *****One Hundred Fifty Thousand and no/100***** Dollars (\$150,000.00) (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 *****One Hundred fifty Thousand and no Dollars (\$150,000.00).

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 *****One Hundred Fifty Thousand and no/ Dollars (\$150,000.00).

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

Jegerson Title

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

X Eugene E. Smith (Seal)

Eugene E. Smith (Seal)

X Marlene M. Smith (Seal)

Marlene M. Smith (Seal)

AMSOUTH BANK N.A.

1. Deed Tax -----
2. Mtg. Tax ----- 75.00
3. Recording Fee ----- 5.00
4. Indexing Fee ----- 5.00
5. No Tax Fee -----
6. Certified Fee ----- 1.00
Total ----- 86.00

By J. P. Maddox
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 Eugene E. Smith and wife, Marlene M. Smith, 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, the y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of October, 1990.

Jennifer L. Maddox
Notary Public

My Commission Expires April 20, 1991

AFFIX SEAL

My commission expires: _____

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. P. Maddox, 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 October, 1990.

Jane M. Adams
Notary Public

AFFIX SEAL

My commission expires: _____

This instrument prepared by:

Name: Mary Williams/AmSouth Bank, N. A.
Address: P.O. Box 216 Birmingham, AL 35201
Attn: Revolving Credit Dept.

MY COMMISSION EXPIRES OCTOBER 17, 1992

STATE OF ALABAMA)
I CERTIFY THIS
INSTRUMENT WAS FILED

90 NOV 15 AM 10:20

Judge of Probate

JEFFERSON TITLE CORPORATION
316 North 21st Street
P.O. Box 10481
Birmingham, Alabama 35201

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