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SCA

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AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE

This Amendment (the "Amendment") is made and entered into on 7th
June, 1991 by and between Ernest Gerald Garrick and wife,
Sue R. Garrick (hereinafter called the "Mortgagor",
whether one or more) and AmSouth Bank, N. A., a national banking
association (hereinafter called the "Mortgagee").

A. 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 December 15, 1991 (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 THIRTY NINE THOUSAND & NO/100
THIRTY NINE THOUSAND & NO/100 Dollars (\$ 39,000.00) (the "Credit
Limit").

B. The Mortgagor has executed in favor of the Mortgagee and
Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Real
163 at page 616, 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 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 SEVENTY FIVE THOUSAND & NO/100-- Dollars (\$ 75,000.00) (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 SEVENTY FIVE THOUSAND & NO/100- - - - - Dollars (\$ 75,000.00).

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 SEVENTY FIVE THOUSAND & NO/100- - - - - Dollars
(\$ 75,000.00).

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

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Land Title

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

Ernest Gerald Garrick [SEAL]

Ernest Gerald Garrick

Sue R. Garrick [SEAL]

Sue R. Garrick

AMSOUTH BANK, N. A.

BY H. D. Alsobrooks
Its 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

Ernest Gerald Garrick and wife, Sue R. Garrick 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of

June, 1991.

Julie G. Taylor
Notary Public

AFFIX SEAL

My commission expires: My Commission Expires 3/14/92

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 H. D. Alsobrooks whose name as 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 day of , 19 .

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

91 JUN 21 PM 12:03

Notary Public

AFFIX SEAL

My commission expires JUDGE OF PROBATE

This instrument prepared by:

Name: Patricia Smith, Am South bank, N. A.
Address: P. O. Box 11007, Birmingham, Al 35288

600 20th St. North
Birmingham, AL 35203-2601

LAUREL TITLE COMPANY