

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

This Amendment (the "Amendment") is made and entered into on 3rd September, 1991, by and between James P. Tsokato an unmarried man and Karin A. Traczyk, an unmarried woman (hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank, N. A., a national banking association (hereinafter called the "Mortgagee").

A. James P. Tsokato and Karin A. Traczyk (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 February 22, 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 TEN THOUSAND & NO/100 Dollars (\$10,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee and Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Book 332 at page 266, 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 FIFTEEN THOUSAND & NO/100 Dollars (\$15,000.00) (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 FIFTEEN THOUSAND & NO/100 Dollars (\$15,000.00).

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 FIFTEEN THOUSAND & NO/100 Dollars (\$15,000.00).

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

Carabattile, Inc.

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

x [Signature] [SEAL]
James P. Tsokatos

x [Signature] [SEAL]
Karin A. Traczyk
AMSOUTH BANK, N. A.

NOTARIAL CERTIFICATE
I CERTIFY THIS
INSTRUMENT WAS FILED

91 SEP 13 AM 9:38

CLERK OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	2.50
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	8.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	16.50

[Signature]
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 James P. Tsokatos an unmarried man and Karin A. Traczyk, an unmarried man 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 3rd day of September, 1991.

[Signature]
Notary Public

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 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.

1991 Given under my hand and official seal this 4th day of September.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: _____
MY COMMISSION EXPIRES OCTOBER 24, 1991

This instrument prepared by:

Name: Patricia Smith/AmSouth Bank, N. A.
Address: P. O. Box 11007
Birmingham, AL 35288
Consumer Mortgage Loans