

070499057059 SCB
Amendment to Adjustable-Rate Line of Credit Mortgage

This Amendment (the "Amendment") is made and entered into on OCTOBER 14, 19 94, by and between CLYDE LLOYD HUTCHESON, JR. AND WIFE JANE A. HUTCHESON, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank, a national banking association (hereinafter called the "Mortgagee").

A. CLYDE LLOYD HUTCHESON, JR. AND JANE A. HUTCHESON (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 MAY 21, 19 94 (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 DOLLARS AND NO/ 100 ***** Dollars (\$ 10,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in INSTRUMENT 1994- at page 17930, 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 FOURTEEN THOUSAND DOLLARS AND NO/100 ***** Dollars (\$ 14,000.00) (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 FOURTEEN THOUSAND DOLLARS AND NO/100 ***** Dollars (\$ 14,000.00).

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 FOURTEEN THOUSAND DOLLARS AND NO/100***** Dollars (\$ 14,000.00).

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

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

Clyde Lloyd Hutcherson Jr. (Seal)
Jane A. Hutcherson (Seal)
AMSOUTH BANK
BY Carol C Troxell
Its

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 CLYDE LLOYD HUTCHESON, JR AND WIFE JANE HUTCHESON, 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 14TH day of OCTOBER, 19 94.

Karen Diane M. B...
Notary Public
COMMISSION EXPIRES JANUARY 28, 1995

AFFIX SEAL

My commission expires: _____

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bank of AmSouth, whose name as Bank of AmSouth of AmSouth Bank, 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 14th day of October, 19 94.

Carol C Troxell
Notary Public

AFFIX SEAL

My commission expires: 6-9-98

This instrument prepared by:

Name: MARTELLA W. JACKSON

Address: P O BOX 11007
B'HAM, AL 35288

Land Title