

Amendment to Adjustable-Rate Line of Credit Mortgage

17835

123-50
This amendment (the "Amendment") is made and entered into on November 06, 1996, by and between THOMAS N. CLAYTON AND WIFE, MARY ANN CLAYTON (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

A. Thomas N. Clayton and Mary Ann Clayton (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 September 6, 1996 (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 TWENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 25000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1996 at page 36494 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 ONE HUNDRED THOUSAND AND NO/100 Dollars (\$ 100000.00) (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 THOUSAND AND NO/100 Dollars (\$ 100000.00).

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 THOUSAND AND NO/100 Dollars (\$ 100000.00).

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.

Thomas N. Clayton (Seal)
Thomas N. Clayton

Mary Ann Clayton (Seal)
Mary Ann Clayton

AMSOUTH BANK OF ALABAMA

BY Beverly S. Knapp
Its Branch Officer & Assistant Manager

Inst # 1996-40541

12/09/1996-40541
02:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
123.50
002 SMA

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 Thomas N. Clayton and Mary Ann Clayton, whose name(s) is(are) signed to the foregoing amendment, and who is(are) known to me, acknowledged before me on this day that informed of the contents of said amendment, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of November, 1996.


Notary Public

AFFIX SEAL

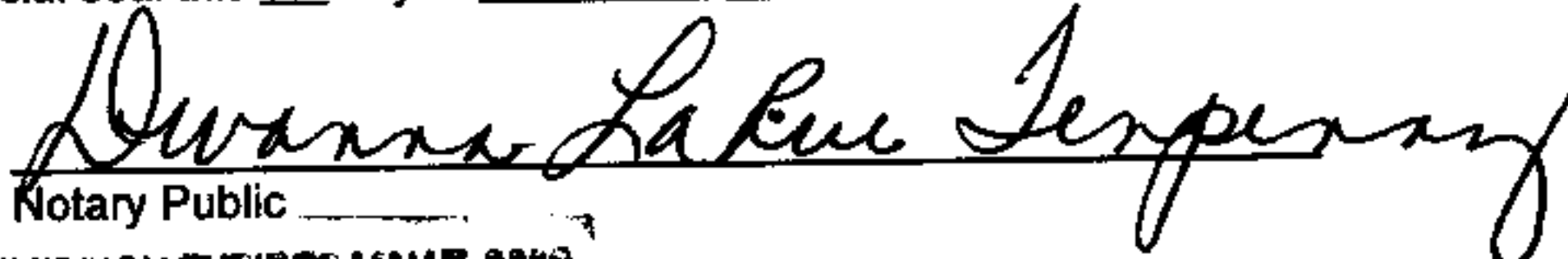
My commission expires: MY COMMISSION EXPIRES MAY 7, 2000

ACKNOWLEDGMENT FOR BANK

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Beverly G. Knapp, whose name as Branch Officer of AmSouth Bank of Alabama, 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 6th day of November, 1996.


Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES MAY 7, 2000

This instrument prepared by:

Dana Cato
AmSouth Bank
PO Box 830721
Birmingham, AL 35283-0721

Inst # 1996-40541

12/09/1996-40541
02:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 123.50