

RETURN TO
AMSOUTH BANK
CMD/RCN 14
P O BOX 88012
BIRMINGHAM, AL 35202

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Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on November 22, 1996, by and between MICHAEL SCOTT SMITH AND WIFE, SABRINA BARTON SMITH (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

A. Michael Scott Smith and Sabrina Barton 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 September 26, 1994 (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 FIFTEEN THOUSAND AND NO/100'S Dollars (\$ 15000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1994 at page 29201, 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 TWENTY-SIX THOUSAND AND NO/100'S Dollars (\$ 26000.00) (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 TWENTY-SIX THOUSAND AND NO/100'S Dollars (\$ 26000.00).

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 TWENTY-SIX THOUSAND AND NO/100'S Dollars (\$ 26000.00).

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.

Michael Scott Smith (Seal)
Michael Scott Smith
Sabrina Barton Smith (Seal)
Sabrina Barton Smith

AMSOUTH BANK OF ALABAMA

BY Leri O'Neill
Its Bank Officer
Inst # 1997-00156

01/02/1997-00156
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MOO 27.50

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 Michael Scott Smith and Sabrina Barton 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 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 22nd day of November, 1996.


Notary Public


AFFIX SEAL
My commission expires: MY COMMISSION EXPIRES SEPTEMBER 31, 1999

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 Terrell whose name as Terrell 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 22nd day of November, 1996.


Notary Public

AFFIX SEAL
My commission expires: 6-29-98

This instrument prepared by:
Sonya Donaldson
AmSouth Bank
PO Box 830721
Birmingham, AL 35283-0721

Inst # 1997-00156