

STATE OF ALABAMA)
Shelby COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 9th day
of December, 1996, on behalf of Sammy D. Rainey and
Deborah B. Rainey (hereinafter called
"Mortgagor") in favor of National Bank of Commerce of
Birmingham, a national banking association (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the
Judge of Probate of Shelby County, Alabama,
at Inst. # 1994-17685 the Mortgagor granted a
mortgage to the Lender on real property described as:

Lot 5, according to the survey of Greystone, 1st Sector, Phase V, as
recorded in Map Book 16, page 62 in the Probate Office of Shelby
County, Alabama, and all amendments thereto.

to secure indebtedness in the original principal amount of
\$ 25,000.00 (the "Mortgage").

B. The Mortgagor has requested the Lender extend
additional credit and the Lender has agreed to extend
additional credit, on the condition, among other things, the
Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for
other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the parties
hereby agree as follows:

AGREEMENT

1. The Credit Agreement definition of Paragraph 5 of the
Mortgage is hereby amended to read:

Credit Agreement. The words "Credit Agreement" mean the
revolving line of credit agreement dated 12/09/96
, between Lender and Grantor with a credit
limit of \$ 60,000.00, together with all
renewals of, extensions of, modifications of, refinancings of,
consolidations of, and substitutions for the Credit Agreement.

L/P Mortgage

01/06/1997-00447
10:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 66.00

Inst # 1997-00447

2. The Indebtedness definition of Paragraph 5 of the Mortgage is hereby amended to read:

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balances at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The lien of this Mortgage shall not exceed at any one time \$ 60,000.00.

3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

BY: X [Signature]

BY: [Signature]

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: [Signature]

Its: Vice President

THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS OF
\$ 35,000.00.

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sammy D. Rainey and Deborah B. Rainey whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official this 9th day of December, 1996.

Julie J. Vayn
Notary Public
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES 12/31/99
BONDED THRU NOTARY PUBLIC UNDERWRITERS

AFFIX SEAL

My Commission Expires: _____

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Bobbie V. Williams whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she 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 9th day of December, 1996.

Julie J. Vayn
Notary Public

AFFIX SEAL

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES 12/31/99
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Bobbie V. Williams
National Bank of Commerce of Birmingham, 1997-00447
PO Box 10686
Birmingham, Alabama 35202-0686

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