

Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on February 13, 1997, by and between Michael S. Smith and wife, Sabrina B. Smith (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

A. Michael S. Smith and Sabrina B. 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 November 22, 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 SIX THOUSAND AND NO/100 Dollars (\$ 26000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1997 at page 00156, 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 THIRTY ONE THOUSAND AND NO/100 Dollars (\$ 31000.00) (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.

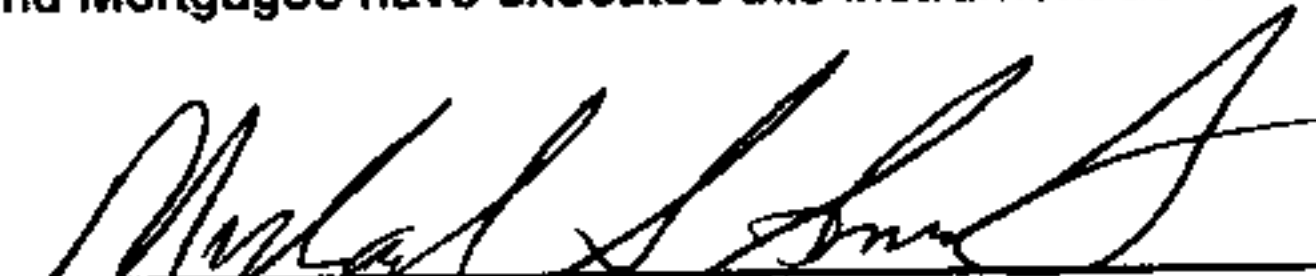
NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:

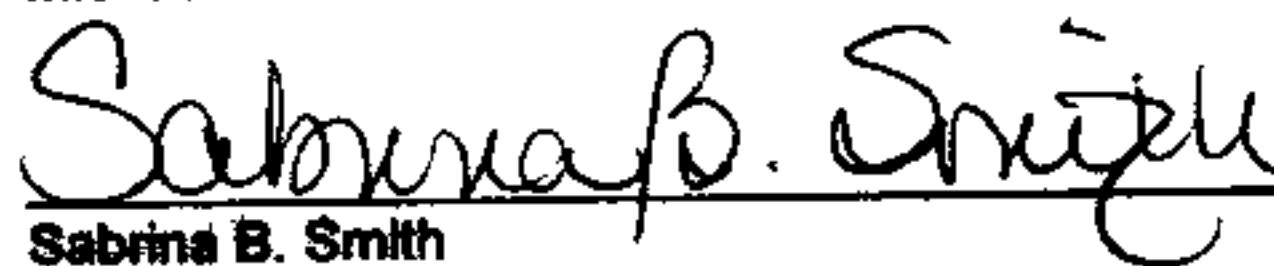
1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of THIRTY ONE THOUSAND AND NO/100 Dollars (\$ 31000.00).

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 THIRTY ONE THOUSAND AND NO/100 Dollars (\$ 31000.00).

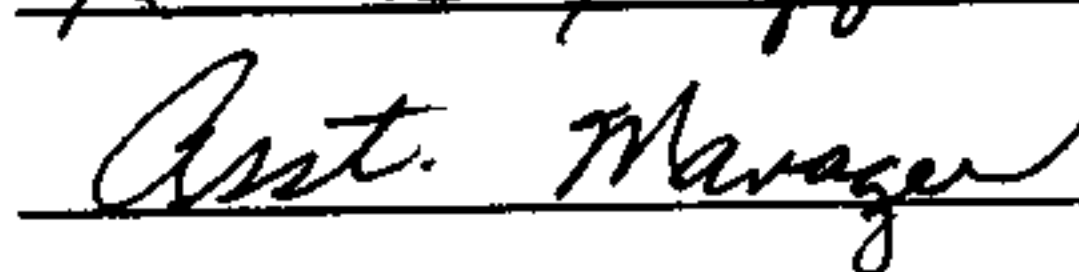
Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

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


Michael S. Smith (Seal)


Sabrina B. Smith (Seal)

AMSOUTH BANK OF ALABAMA

BY 
Its 

Inst # 1997-07848

03/13/1997-07848
12:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 18.50

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 S. Smith and and Sabrina B. 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 13th day of February, 1997.

Brenda K. Camble
Notary Public

AFFIX SEAL

My commission expires: 11/08/1997

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 Brenda G. Smith, whose name as Asst. Manager 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 13th day of February, 1997.

Brenda K. Camble
Notary Public

AFFIX SEAL

My commission expires: 11/08/1997

This instrument prepared by:

Alicia Smith
AmSouth Bank
PO Box 830721
Birmingham, AL 35283-0721

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