

AMENDMENT TO MORTGAGE

This Amendment (the "Amendment") is made and entered into on the 2nd day of January, 1998, by and between the undersigned (hereinafter called the "Mortgagor", whether one or more) and First National Bank of Shelby County, a national banking association (hereinafter called the "Mortgagee").

1. Home Equity Line of Credit Agreement and Disclosure Statement

Mortgagor has previously entered into an Agreement entitled "Home Equity Line of Credit Agreement and Disclosure Statement", executed by the Mortgagor in favor of the Mortgagee dated the 21st day of May, 1997 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit available to a maximum principal amount at any one time outstanding not exceeding the sum of \$14,500.00 (the "Credit Limit"). The Mortgagor has requested that the Mortgagee increase the Credit Limit to \$25,000.00 (the "Amended Credit Limit").

2. Mortgage

The Mortgagor has executed in favor of the Mortgagee a Mortgage recorded in Instrument No. 1997-16518 or Book No. at page in the Probate Office of Shelby County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgagee to the Mortgagor under the Credit Agreement, or any extension or renewal thereof, up to the Credit Limit. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into an Amendment to Home Equity Line of Credit Agreement and Disclosure Statement and execute this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances to be 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:

A. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of \$25,000.00.

B. In addition to the other indebtedness 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 Mortgagor under the Credit Agreement, as amended, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Amended Credit Limit of \$25,000.00.

C. Other:

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.

First National Bank of Shelby
County

R. Wayne Carnes
R. Wayne Carnes

by
as

William R. Justice
in house attorney

Cynthia P. Carnes
Cynthia P. Carnes

01/07/1998-00469
03:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR. MEL 24.25

Inst # 1998-00469

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 **R. Wayne Carnes Cynthia P. Carnes**, whose names are signed to the foregoing amendment, and who 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 2nd day of January, 1998.

Kathy Brooker
Notary Public
My commission expires: 9-12-98

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 **William R. Justice**, whose name as **In-House Counsel** of First National Bank of Shelby County, 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 or 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 the 2nd day of January, 1998.

Francis H. Sumner
Notary Public
My commission expires: 6-7-00

This instrument prepared by:
First National Bank of Shelby County
P.O. Box 977, Columbiana, AL 35051