Inst # 1998-03034

Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on NOVEMBER 12, 1997, by and between JEFFREY L. DILLARD AND WIFE ANNIE C. DILLARD (hereinafter called the "Mortgagor," whether one or more) and Amsouth Bank, (hereinafter called the "Mortgagee").

A. JEFFREY L. DILLARD (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 8, 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 FIFTEEN THOUSAND DOLLARS AND NO/00 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 1996 at page 41430, 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 THOUSAND DOLLARS AND NO/00 Dollars ($ 20000.00) (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 THOUSAND DOLLARS AND NO/00 Dollars ($ 20000.00).

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 THOUSAND DOLLARS AND NO/00 Dollars ($ 20000.00).

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.

Jeffrey L. Dillard (Seal)
JEFFREY L. DILLARD

Annie C. Dillard (Seal)
ANNIE C. DILLARD

AMSOUTH BANK

BY Terri O'Neill

Its Bank Officer

01/29/1998-03034
10:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 18.50

Inst # 1998-03034

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeffrey L. Dillard And Annie C. Dillard 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 12th day of November, 1997.

Debra L. Smith
Notary Public

AFFIX SEAL
My commission expires: NOTARY PUBLIC ... BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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 Terri O'Neill, whose name as Officer of Amsouth Bank, is signed to the foregoing amendment, and who is know 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 12th day of November, 1997.

Joanne Hayes
Notary Public

AFFIX SEAL
My commission expires: ______ Notary Public, Alabama State at Large My Commission Expires June 3, 2001

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

01/29/1998-03034
10:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 18.50