

Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on May 13, 1998, by and between RICHARD W. BENSON AND SPOUSE LINDA C. BENSON (hereinafter called the "Mortgagor," whether one or more) and Amsouth Bank, (hereinafter called the "Mortgagee").

A. Richard W. Benson (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 February 27, 1997 (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 TWO HUNDRED THOUSAND AND NO/100 Dollars (\$200,000.00) (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 9838, 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 FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$ 500,000.00) (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 FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$ 500,000.00).

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 FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$ 500,000.00).

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.

X Richard W. Benson (Seal)
Richard W. Benson

X Linda C. Benson (Seal)
Linda C. Benson

AMSOUTH BANK

BY Terri O'Fallon
Its Bank Officer

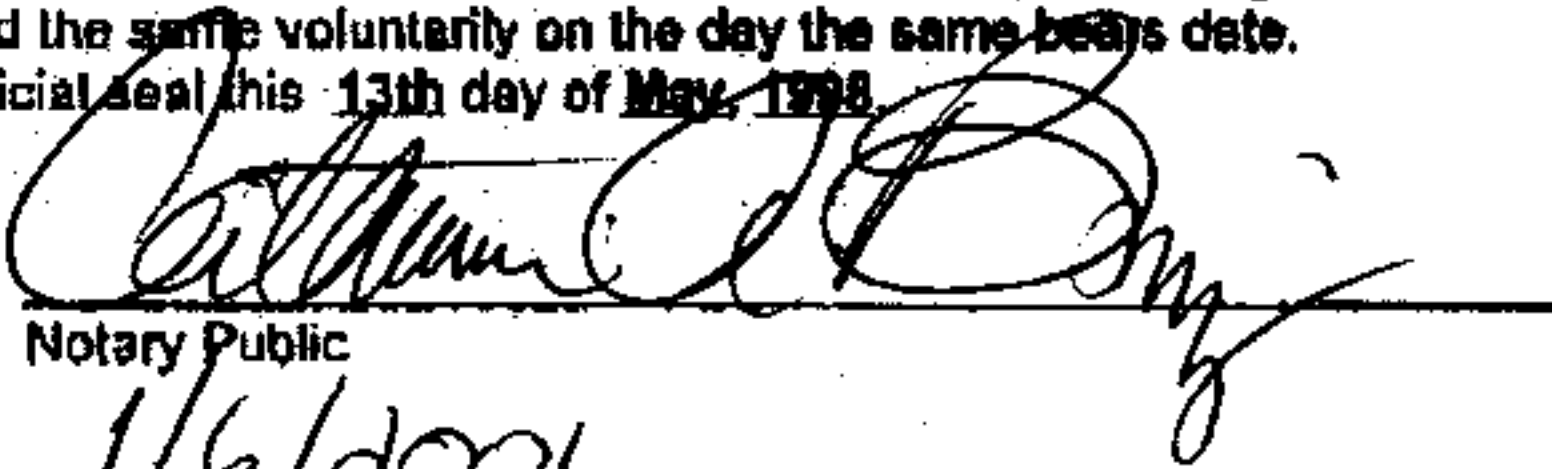
Inst # 1998-22250

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 Richard W. Benson & 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 May, 1998.


Notary Public

AFFIX SEAL

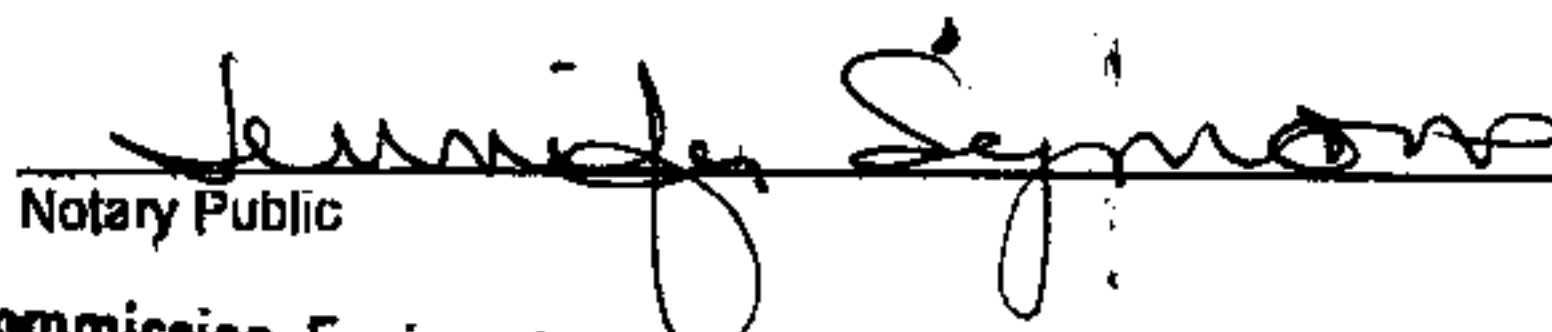
My commission expires: 1/6/2001

ACKNOWLEDGMENT FOR BANK

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Terr O'Neill whose name as Bank Officer of Amsouth Bank, 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 May, 1998.


Notary Public

AFFIX SEAL

My commission expires: My Commission Expires March 17, 2001.

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

AFFIDAVIT OF NO LIENS

STATE OF AL

COUNTY OF SHELBY

Before me, the undersigned authority, personally appeared Richard W. Benson and who, being first duly sworn, depose and say:

1. That they are the owners of the following described property located in Shelby County, AL, to wit:

LOT 416, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 4TH SECTOR, PHASE I, AS RECORDED IN MAP 19, PAGE 79 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

2. That said property is now in possession of the Mortgagors.

3. That there have been no liens filed and no labor performed or materials furnished on said property for which there are unpaid bills for labor or material for which valid liens could be filed.

4. That the representations embraced herein are for the purpose of inducing AmSouth Bank to make a mortgage loan on the above described property.

5. That there is no outstanding unrecorded contract of sale, deed, conveyance or mortgage affecting the title to said property; that no notice has been received of any public hearing regarding assessments for improvements by any governmental agency within the past 90 days, and there are no unpaid assessments due to any governmental agency for improvements or otherwise.

6. That no Notice of Commencement has been filed within the past ninety (90) days.

X Richard W. Benson

Richard W. Benson

176 HIGHLAND CREST DR
BIRMINGHAM, AL 352426847
ADDRESS OF BORROWER(S)

The foregoing instrument was acknowledged before me this 13th day of May, 1998

by Richard W. Benson

Identified by: AmSouth Bank

Catherine A. Brazier
NOTARY PUBLIC STATE AT LARGE

NOTARY COMMISSION # & EXPIRATION DATE:

1/6/2001

PRINT NAME

Catherine A. Brazier

Inst # 1998-22250

06/15/1998 - 22250
12:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 463.50