

Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on July 24, 1998, by and between J. WAYNE GRAVES AND WIFE PATTI LAYNE GRAVES (hereinafter called the "Mortgagor," whether one or more) and Amsouth Bank, (hereinafter called the "Mortgagee").

A. J. Wayne Graves (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 July 26, 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 TWO HUNDRED ELEVEN THOUSAND & 00/100 Dollars (\$211000.00) (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 24148, 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 THREE HUNDRED SEVENTY-FIVE THOUSAND & 00/100 Dollars (\$ 375000.00) (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 THREE HUNDRED SEVENTY-FIVE THOUSAND & 00/100 Dollars (\$ 375000.00).

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 THREE HUNDRED SEVENTY-FIVE THOUSAND & 00/100 Dollars (\$ 375000.00).

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.

J. Wayne Graves (Seal)
J. Wayne Graves

Patti Layne Graves (Seal)
Patti Layne Graves

AMSOUTH BANK

[Signature]

BY _____

Its Branch Manager

Inst. # 1998-46380

11/23/1998-46980
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 262.00

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 J. Wayne Graves & Patti Layne Graves 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 24th day of July, 1998.

Melissa L. Srygley
Notary Public

AFFIX SEAL

My commission expires:

MELISSA L. SRYGLEY

NOTARY PUBLIC

STATE AT LARGE, ALABAMA

MY COMMISSION EXP. AUGUST 14, 1999

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 Alan Christian whose name as Branch Manager 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 24th day of July, 1998.

Jennifer Sepmons
Notary Public

AFFIX SEAL

My commission expires

My Commission Expires March 17, 2001.

This instrument prepared by:

TRACEE HAMPTON

AmSouth Bank

PO Box 830721

Birmingham, AL 35283-0721

STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned, personally appeared J. Wayne Graves who, after first being duly sworn, deposes and says the following:

My name is J. Wayne Graves and I am over the age of 19 years and a resident of Shelby County, Alabama.

SHELBY COUNTY// LOT 8, ACCORDING TO THE SURVEY OF LAKE HEATHER ESTATES GIVIANPOURS ADDITION TO INVERNESS AS RECORDED IN MAP BOOK 16, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

There are no municipal assessments or fire dues owed at the present time.

I (we) certify that I (we) am (are) not subject to any County Orders or a Party to Litigation (including insolvency proceedings) which would affect this transaction.

This affidavit is given for the purpose of inducing ***** issue its title insurance policy or policies.

J. Wayne Graves
(Affiant) J. Wayne Graves

Patti Laysen Graves
(Affiant)

STATE OF ALABAMA

SHELBY COUNTY

Sworn to and subscribed before me, this the
24th day of July, 1998.

[Signature]
Notary Public.

7.9.2001

AFFIDAVIT OF NO LIENS

STATE OF AL

COUNTY OF SHELBY

Before me, the undersigned authority, personally appeared J. Wayne Graves 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:

SHELBY COUNTY// LOT 8, ACCORDING TO THE SURVEY OF LAKE HEATHER ESTATES GIVIANPOURS ADDITION TO INVERNESS AS RECORDED IN MAP BOOK 16, PAGE 121, 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.

J. Wayne Graves
J. Wayne Graves

Patti Lynne Graves

2124 LAKE HEATHER WAY
BIRMINGHAM, AL 35244
ADDRESS OF BORROWER(S)

The foregoing instrument was acknowledged before me this 24th day of July, 1998

by _____

Identified by: _____

Alan Christian
NOTARY PUBLIC STATE AT LARGE

NOTARY COMMISSION # & EXPIRATION DATE:

Alan Christian 7-9-2001

PRINT NAME: ALAN CHRISTIAN

Inst. # 1998-46980