

## Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on February 16, 1999, by and between JOHN S. GREGORY AND WIFE VIVIAN ANNE GREGORY, TRUSTEE, VIVIAN ANNE GREGORY, REVOCABLE TRUST, UNDER AGREEMENT DATED SEPTEMBER 1, 1983 (hereinafter called the "Mortgagor," whether one or more) and Amsouth Bank, (hereinafter called the "Mortgagee").

A. JOHN S. GREGORY and VIVIAN ANNE GREGORY (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 3, 1994 (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 ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1994 at page 34588, 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 TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$250000.00) (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 TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$250000.00).

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 TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$250000.00).

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.

John S. Gregory (Seal)  
JOHN S. GREGORY

Vivian Anne Gregory (Seal)  
VIVIAN ANNE GREGORY

Vivian Anne Gregory, Trustee  
VIVIAN ANNE GREGORY, TRUSTEE, VIVIAN ANNE GREGORY, REVOCABLE TRUST,  
AMSOUTH BANK UNDER AGREEMENT DATED SEPTEMBER 1, 1983

BY Russ Brook  
Its PFS Officer

Inst # 1999-09236

03/05/1999-09236  
11:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 241.00

### 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 JOHN S. GREGORY and VIVIAN ANNE GREGORY, TRUSTEE, VIVIAN ANNE GREGORY, REVOCABLE TRUST, UNDER AGREEMENT DATED SEPTEMBER 1, 1983 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 18th day of February, 1999.

  
Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES APRIL 30, 2001

### 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 Russ Brooke whose name as RFS 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 18th day of February, 1999.

  
Notary Public

AFFIX SEAL

My commission expires: COMMISSION EXPIRES JULY 23, 2001

This instrument prepared by:  
Geraldine J. Ford  
AmSouth Bank  
PO Box 830721  
Birmingham, AL 35283-0721

STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned, personally appeared JOHN S. GREGORY and VIVIAN ANNE GREGORY, TRUSTEE, VIVIAN ANNE GREGORY, REVOCALBE TRUST, UNDER AGREEMENT DATED SEPTEMBER 1, 1983, who, after first being duly sworn, deposes and says the following:

My name is JOHN S. GREGORY and VIVIAN ANNE GREGORY and I am over the age of 19 years and a resident of SHELBY County, Alabama.

LOT 27, ACCORDING TO THE MAP AND SURVEY OF MOUNTAIN VIEW LAKE COMPANY, SECOND SECTOR, AS RECORDED IN MAP BOOK 3, PAGE 150, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH AND INCLUDING GRANTORS' INTEREST IN SHELBY LAKE CORPORATION, WITH ALL RIGHTS AND PRIVILEGES THEREIN.

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 MAGIC CITY TITLE issue its title insurance policy or policies.

  
(Affiant) JOHN S. GREGORY

  
(Affiant) VIVIAN ANNE GREGORY

  
VIVIAN ANNE GREGORY, TRUSTEE, REVOCALBE TRUST,  
UNDER AGREEMENT DATED SEPTEMBER 1, 1983.  
STATE OF ALABAMA

SHELBY COUNTY

Sworn to and subscribed before me, this the  
16th day of February, 1999.

  
Notary Public

MY COMMISSION EXPIRES APRIL 30, 2004



# AFFIDAVIT OF NO LIENS

STATE OF AL

COUNTY OF SHELBY

Inst # 1999-09236

Before me, the undersigned authority, personally appeared JOHN S. GREGORY and VIVIAN ANNE GREGORY, VIVIAN ANNE GREGORY, REVOCABLE TRUST, UNDER AGREEMENT DATED SEPTEMBER 1, 1983. 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 27, ACCORDING TO THE MAP AND SURVEY OF MOUNTAIN VIEW LAKE COMPANY, SECOND SECTOR, AS RECORDED IN MAP BOOK 3, PAGE 150, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH AND INCLUDING GRANTORS' INTEREST IN SHELBY LAKE CORPORATION, WITH ALL RIGHTS AND PRIVILEGES THEREIN.**
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.

John S. Gregory  
JOHN S. GREGORY

Vivian Anne Gregory  
VIVIAN ANNE GREGORY

1802\*\* SMYER LAKE\*\*\*\*\* RD\*\* \*\*, Apt. \*\*\*\*\*  
Rural Route #\*\*\*\*\* P. O. Box \*\*\*\*\*  
LEEDS\*\*\*\*\* AL 35094\*\*\*\*\*  
ADDRESS OF BORROWER(S)

Vivian Anne Gregory Trustee  
VIVIAN ANNE GREGORY TRUSTEE, REVOCABLE,  
TRUST, UNDER AGREEMENT DATED  
SEPTEMBER 1, 1983.

The foregoing instrument was acknowledged before me this 16th day of February, 1999

by JOHN S & VIVIAN A. Gregory

Identified by: LICENSE

Sean Hayslett  
NOTARY PUBLIC STATE AT LARGE

NOTARY COMMISSION # & EXPIRATION DATE:

MY COMMISSION EXPIRES APRIL 23, 2001

PRINT NAME: Sean Hayslett

XXAFFIDV.SAM (Rev. June 23, 1997)

03/05/1999-09236  
11:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CRH 241.00