

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE entered into this 8th day of June, 2000, on behalf of Joy R. Jones, an unmarried woman (hereinafter called "Mortgagor") in favor of National Bank of Commerce of Birmingham, a national banking association (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, at 1999-17584 the Mortgagor granted a mortgage to the Lender on real property described as:

Lot 25, according to the Survey of Chanda Terrace, Third Sector, as recorded in Map Book 10, Page 97, in the Probate Office of Shelby County, Alabama.

Joy R. Jones, surviving Grantee of that certain deed recorded in Instrument 1993-23225
The other Grantee A.C. Jones, III having died on or about 9/95.

To secure indebtedness in the original principal amount of \$20,000.00 (the Mortgage")

B. The Mortgagor has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Paragraph A. of the Mortgage is hereby modified to read:

A. The Secured Line of Credit. Joy R. Jones

C. (hereinafter called the "Borrower", whether one or more) is now or may become in the future justly indebted to the Lender in the maximum principal amount of Twenty Eight Thousand and no/100 dollars (\$28,000.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for the Borrower pursuant to an agreement entitled "Home Equity Line of Credit Agreement", executed by the Borrower in favor of the Lender, dated June 8, 2000 (the "Credit Agreement"). The Credit Agreement Provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and

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repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

2. Paragraph C. of the Mortgage is hereby modified to read:

C. Mortgage Tax. This Mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under Section 40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$ 28,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this Mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

3. Except as modified herein, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned have caused the instrument to be executed by on the day and year first above written.

BY: Joy R. Jones
Joy R. Jones

BY: _____

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: Jaimie Smith
ITS: Private Banking Officer

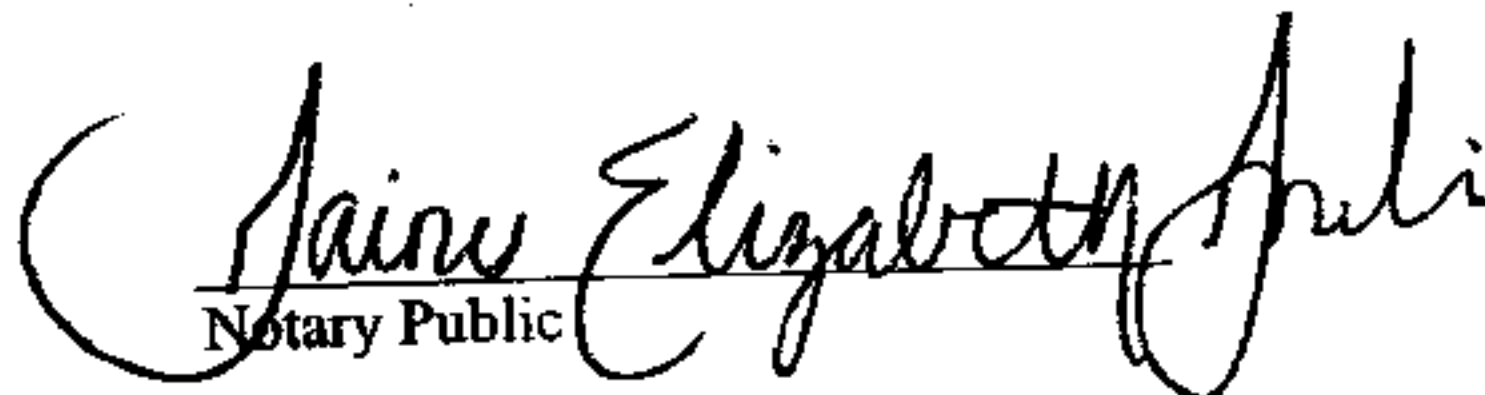
**THIS AMENDMENT TO MORTGAGE SECURES ADDITIONAL INDEBTEDNESS
OF \$ 8,000.00.**

State of Alabama)
County of Jefferson

I, the undersigned authority, in and for said county in said state, hereby certify that Joy R. Jones whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of June, 2000.

AFFIX NOTARIAL SEAL


Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 20, 2003
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

State of Alabama)
County of Jefferson

I, the undersigned authority, in and for said county in said state, hereby certify that Graines Grellier whose name as Private Banking Officer of National Bank of Commerce of Birmingham, a national banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association

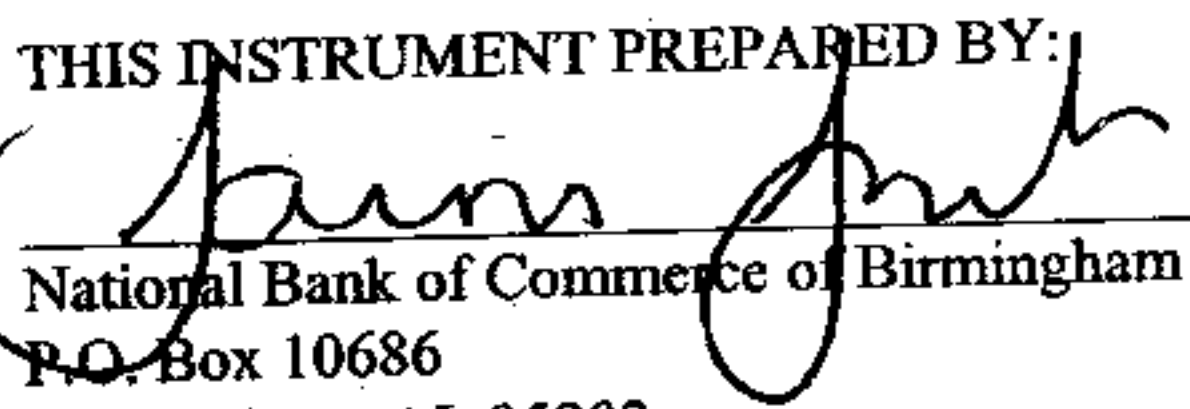
Given under my hand and official seal this 8th day of June, 2000.

AFFIX NOTARIAL SEAL


Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 17, 2004
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

THIS INSTRUMENT PREPARED BY:


National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, AL 35202

ADDENDUM TO OPEN-END
LINE OF CREDIT MORTGAGE

DATED June 8, 2000

FROM Joy R. Jones

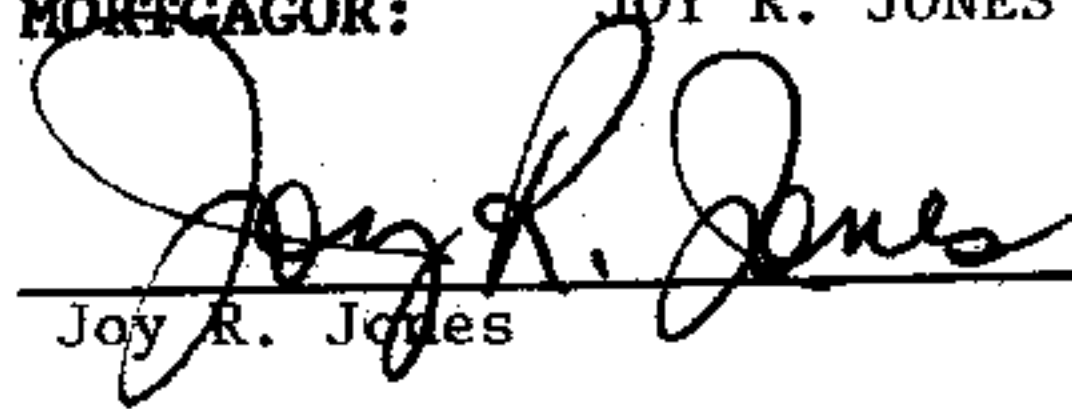
TO NATIONAL BANK OF COMMERCE OF BIRMINGHAM

Recital B is hereby amended as follows:

B. Rate and Payment Changes. The Credit Agreement provides for Finance Charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable Annual Percentage Rate. The Annual Percentage Rate may be increased or decreased on the first business day of each month based on changes in the Index. The "Index" is the Prime Rate as published in the Wall Street Journal's Money Rates table. When a range of rates has been published, the higher of the rates will be used. Except for any period of time during which a discounted promotional rate based on a discounted margin is in effect pursuant to the terms of the Credit Agreement, the Annual Percentage Rate charged under the Credit Agreement during each monthly billing cycle will be 0.00 percent (0 %) per annum above the Index in effect on the first business day of the billing cycle. The ANNUAL PERCENTAGE RATE on the date of this mortgage is 8.50%, and is a discounted promotional rate based on a discounted margin. If the discounted margin was not in effect, the ANNUAL PERCENTAGE RATE on the date of this mortgage would be 9.50%. The Annual Percentage Rate will increase if the Index in effect on the first business day of a month increases, and will decrease if the Index in effect on the first business day of a month decreases. Any increase in the Annual Percentage Rate may result in increased Finance Charges and increased minimum payment amounts under the Credit Agreement.

All other terms and conditions remain in full force and effect.

MORTGAGOR: JOY R. JONES


Joy R. Jones

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