MODIFICATION AGREEMENT

WHEREAS, the undersigned borrower(s) and the ALABAMA TELCO CREDIT UNION are parties to that certain HomeLine Credit Agreement dated the 7th day of February, 2000, and secured by a mortgage recorded on the 20th day of September, 2000, in Inst. #2000-33106, in the records of the Judge of Probate of Shelby County, Alabama, and having an original Credit Limit of \$37,000.00;

WHEREAS, the HomeLine Credit Agreement in paragraph 11 labeled "FINANCE CHANGE" described the initial Annual Percentage Rate as 8.95%;

AND WHEREAS, the undersigned borrower(s) wish to modify the terms of the HomeLine Credit Agreement;

NOW THEREFORE, for the mutual benefits to be derived and other good and valuable consideration, the undersigned borrowers and the ALABAMA TELCO CREDIT UNION do hereby agree to modify the HomeLine Credit Agreement by modify paragraph 11 and inserting the following:

11. FINANCE CHARGE. A FINANCE CHARGE will be imposed on your outstanding and unpaid Principal Account Balance for each day that there is a balance in your Account, beginning with the date of the Initial Advance and continuing until the amounts you owe us are repaid in full. There is no time period during which credit extended may be repaid without incurring a FINANCE CHARGE. The FINANCE CHARGE is computed by multiplying the Daily Periodic Rate by the unpaid Principal Account Balance and then multiplying the results by the number of days such unpaid Principal Account Balance was outstanding. The Principal Account Balance changes each time new amounts are advanced or other debits added or when payments or other credits are subtracted. The Initial ANNUAL PERCENTAGE RATE of 6.50% which is the rate that was used to calculate the Initial Daily Periodic Rate of 0.01781% which will be used to calculate the FINANCE CHARGE. This rate is called the "Initial Rate". The Daily Periodic Rate is computed by dividing the ANNUAL PERCENTAGE RATE by 365, and will change when the ANNUAL PERCENTAGE RATE changes, as set forth in Section 12.

All other terms and conditions of said HomeLine Credit Agreement shall remain in full force and effect.

In witness whereof, the undersigned have placed their hands and seals this 12th day of March, 2002.

ALABAMA TELCO CREDIT UNION

Its: V.P. Dendin

Bexau Bennet

03/25/2002-13960
02:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12.00

Jeanelle R. Bennett