

## AMENDMENT TO MORTGAGE

This Amendment (the "Amendment") is made and entered into on the **17th** day of **September, 2003**, by and between the undersigned (hereinafter called the "Mortgagor", whether one or more) and First National Bank of Shelby County, a national banking association (hereinafter called the "Mortgagee").

### 1. Home Equity Line of Credit Agreement and Disclosure Statement

Mortgagor has previously entered into an Agreement entitled "Home Equity Line of Credit Agreement and Disclosure Statement", executed by the Mortgagor in favor of the Mortgagee dated the **1st** day of **February, 1999** (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit available to a maximum principal amount at any one time outstanding not exceeding the sum of **\$116,000.00** (the "Credit Limit"). The Mortgagor has requested that the Mortgagee increase the Credit Limit to **\$173,550.00** (the "Amended Credit Limit").

### 2. Mortgage

The Mortgagor has executed in favor of the Mortgagee a Mortgage recorded in Instrument No. **1999-05214** in the Probate Office of **Shelby** County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgagee to the Mortgagor under the Credit Agreement, or any extension or renewal thereof, up to the Credit Limit. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into an Amendment to Home Equity Line of Credit Agreement and Disclosure Statement and execute this Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances to be 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:

A. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of **\$173,550.00**.

B. In addition to the other indebtedness 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 Mortgagor under the Credit Agreement, as amended, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Amended Credit Limit of **\$173,550.00**.

C. Other: Legal discription is hereby amended to **include** the following:


#### Parcel II


**Begin at the Southwest corner of the SE 1/4 of NE 1/4 of Section 5, Township 20 South, Range 1 East; thence in a Northerly direction along the West Boundary of said 1/4 1/4 Section for 393.51 feet to point of beginning; thence turning an angle of 89 deg. 25 min. 13 sec. to the left in a Westerly direction 217.48 feet; thence turning an angle of 90 deg. 31 min. to the right in a Northerly direction 232.00 feet to the South boundry of 60.00 foot road right of way; thence turning an angle of 89 deg. 29 min. to the right in as Easterly direction along said South Boundary 219.54 feet to intersection with the West boundary of right of way for Shelby County Highway 51, said intersection being in the arc of a curve turning to the left, having a radius of 1,598.03 feet, being subtended by a central angle of 8 deg. 57 min. 45 sec. and having a chord of 249.72 feet in length, said chord forming an angle of 68 deg. 16 min. 47 sec. to the right from said South boundary; thence in a Southeasterly direction along said arc which is the West boundary of said County right of way 249.97 feet; thence turning an angle of 111 deg. 43 min. 13 sec. to the right from said chord in a Westerly direction 96.57 feet to point of beginning; being situated in Shelby County, Alabama.**

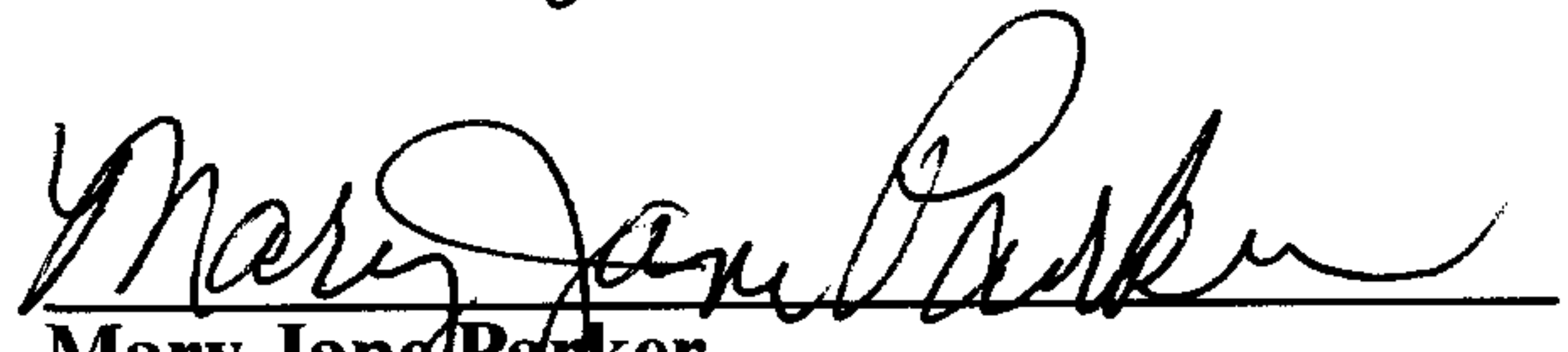
Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this instrument as of the date first written above.

**First National Bank of Shelby County**

by   
**William R. Justice**  
as its In House Attorney

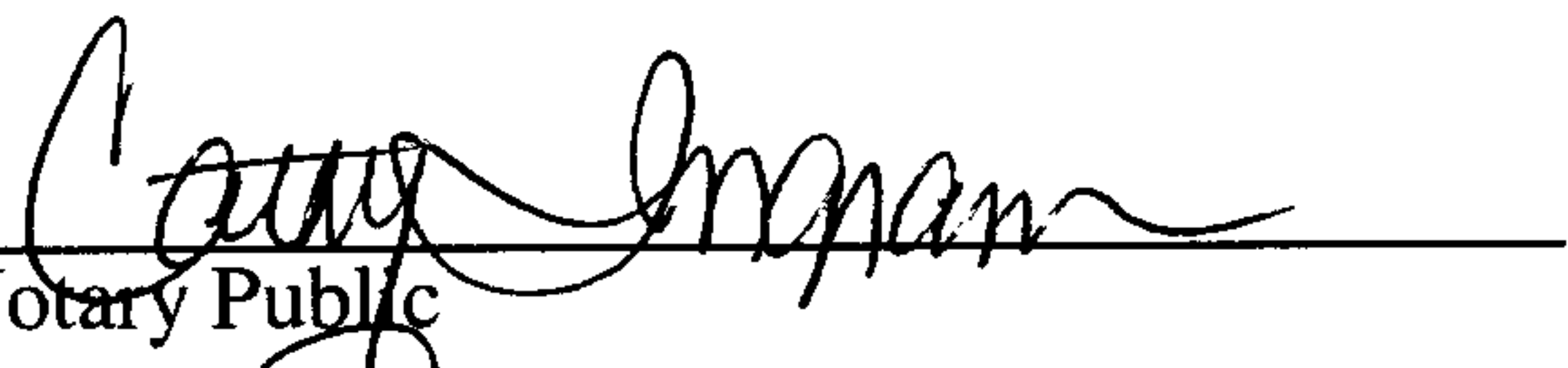
  
**Terry C. Parker**

  
**Mary Jane Parker**

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Terry C. Parker and Mary Jane Parker**, husband and wife, whose name(s) is/are signed to the foregoing amendment, and who is/are known to me, acknowledged before me on this day that, being 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 22<sup>nd</sup> day of September, 2003.

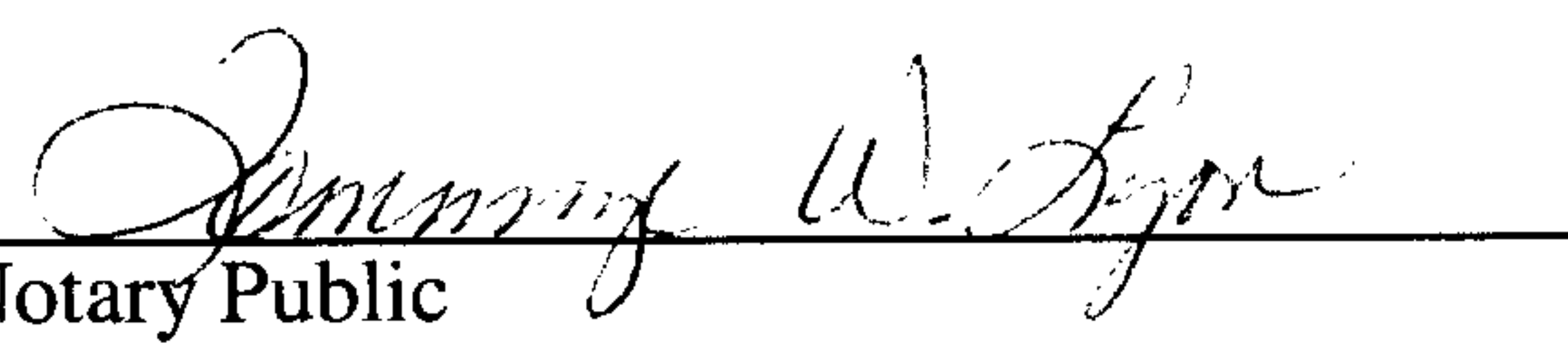
  
Notary Public

My commission expires **MY COMMISSION EXPIRES JULY 25, 2005**

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William R. Justice, whose name as In House Attorney of First National Bank of Shelby County, a national banking association, 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 attorney 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 the 22<sup>nd</sup> day of September, 2003.

  
Notary Public

My commission expires: 12-19-03

This instrument prepared by:  
First National Bank of Shelby County  
P.O. Box 977, Columbiana, AL 35051