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SCA

3856

AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE

This Amendment (the "Amendment") is made and entered into on 7th June, 19 91 by and between Ernest Gerald Garrcik and wife, Sue R. Garrick (hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank, N. A., a national banking association (hereinafter called the "Mortgagee").

A. Mortgagors (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 December 15, 1991 (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 ~~THIRTY NINE THOUSAND & NO/100~~ Dollars ($~~39,000.00~~) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee and Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Real 163 at page 616, 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 SEVENTY FIVE THOUSAND & NO/100-- Dollars ($ 75,000.00) (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 SEVENTY FIVE THOUSAND & NO/100- - - - - - - - - - - - Dollars ($ 75,000.00).

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 SEVENTY FIVE THOUSAND & NO/100- - - - - - - - - - - - Dollars ($~~75,000.00~~).

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

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Land Title

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

Ernest Gerald Garrick [SEAL]

Ernest Gerald Garrick

x Sue R. Garrick [SEAL]

Sue R. Garrick

AMSOUTH BANK, N. A.

BY H. D. Alsobrooks

Its Vice President

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 Ernest Gerald Garrick and wife, Sue R. Garrick, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of June, 19 91.

Julie J. Taylor

Notary Public

AFFIX SEAL

My commission expires: My Commission Expires 3/14/92

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said state, hereby certify that H. D. Alsobrooks, whose name as Vice President of AmSouth Bank, N. A., 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 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 the ___ day of ____________, 19____.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUN 21 PM 12:03

JUDGE OF PROBATE

Notary Public

AFFIX SEAL

My commission expires: ______________

54.00
5.00
3.00
1.00
63.00

This instrument prepared by:

Name: Patricia Smith, Am South bank, N. A.

Address: P. O. Box 11007, Birmingham, AL 35288

LAND TITLE COMPANY
600 20th Street North
Birmingham, AL 35203-2601