-7H 17767

Amendment to Adjustable-Rate Line of Credit Mortgage

This Amendment (the "Amendment") is made and entered into on November 11, 19 93, by and between Steven R. Sears and wife, Alma Patricia Sweeney Sears (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

Inst # 1993-38122

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 June 23, 19 93 (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 Twenty Thousand Dollars and 00/100** Dollars ($ 20,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Inst 1993-12245 at page ______, 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 Thirty Five Thousand Dollars and 00/100*** Dollars ($ 35,000.00) (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 Thirty Five Thousand Dollars and 00/100*** Dollars ($ 35,000.00).

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 Thirty Five Thousand Dollars and 00/100*** Dollars ($ 35,000.00).

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.

Steven R. Sears (Seal)
Steven R. Sears

Alma Patricia Sweeney Sears (Seal)
Alma Patricia Sweeney Sears

AMSOUTH BANK N.A.

BY Sandy Ray
Its

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 Steven R. Sears and wife Alma Patricia Sweeney Sears 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 11 day of November, 19 93.

Mary A. Nelson
Notary Public

Inst # 1993-38122

AFFIX SEAL
My commission expires: 11-5-97

12/01/1993-38122
09:?? AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 31.00

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 Sandy Ray, whose name as ______ 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 11th day of November, 19 93.

Linda K Jones
Notary Public

AFFIX SEAL
My commission expires: 11-19-94

This instrument prepared by:
Name: Linda Jones, AmSouth Bank, Home Equity, P.O. Box 11007, Birmingham, AL 35288
Address:

Jeffers

Form 601488
bkF5 (3/91)