

RETURN TO
AMSOUTH BANK
CMD/RCN - 4
P O BOX 830721
BIRMINGHAM, AL 35283

Amendment to Adjustable-Rate Line of Credit Mortgage

October 30, 1996 *AWB*
APB

06527-27590
1997-27590
INS

This amendment (the "Amendment") is made and entered into on ~~October 18, 1996~~, by and between **ARTHUR PAUL BEATTIE AND WIFE ANGIE WARE BEATTIE** (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

A. **ARTHUR PAUL BEATTIE and ANGIE WARE BEATTIE** (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 July 18, 1988 (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 FIVE THOUSAND AND 00/100***** Dollars (\$ 25,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 194 / 1995 at page 758 / 1462, 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 AND 00/100***** Dollars (\$ 35000.00) (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 AND 00/100***** Dollars (\$ 35000.00).
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 AND 00/100***** Dollars (\$ 35000.00).

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.

Arthur Paul Beattie (Seal)
ARTHUR PAUL BEATTIE

Angie Ware Beattie (Seal)
ANGIE WARE BEATTIE

AMSOUTH BANK OF ALABAMA

BY *Jeri O'Neil*
Its *Bank Officer*

Inst # 1997-27590

08/28/1997-27590
09:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 26.00

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 ARTHUR PAUL BEATTIE and ANGIE WARE BEATTIE, whose name(s) is(are) signed to the foregoing amendment, and who is(are) known to me, acknowledged before me on this day that 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 30th day of October, 1996.

Karen Diane M. Burton
Notary Public

AFFIX SEAL
My commission expires: 1-2-99

ACKNOWLEDGMENT FOR BANK

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of AmSouth Bank of Alabama, 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 18th day of October, 1996.

Notary Public

AFFIX SEAL
My commission expires: _____

This instrument prepared by:
Ann Toner
AmSouth Bank
PO Box 830721
Birmingham, AL 35283-0721

Inst # 1997-27590

08/28/1997-27590
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SHELBY COUNTY JUDGE OF PROBATE
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