20050622000311350 1/2 $35.00
Shelby Cnty Judge of Probate,AL
06/22/2005 02:05:31PM FILED/CERT

# AMENDMENT TO MORTGAGE

This Amendment (the "Amendment") is made and entered into on the **13th** day of **June, 2005**, 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 **October, 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 **$68,000.00** (the "Credit Limit"). The Mortgagor has requested that the Mortgagee increase the Credit Limit to **$80,000.00** (the "Amended Credit Limit").

## 2. Mortgage

The Mortgagor has executed in favor of the Mortgagee a Mortgage recorded in Instrument No. **1999-41470** 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 **$80,000.00 ( an increase of $ 12,000.00).**

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 **$80,000.00**.

C. Other:

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

William R Justice
**William R. Justice**

Beverly A Justice
**Beverly A. Justice**

20050622000311350 2/2 $35.00
Shelby Cnty Judge of Probate,AL
06/22/2005 02:05:31PM FILED/CERT

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 Beverly A. Justice**, 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 13 day of June, 2005.

Tammye W. Lyon
Notary Public

My commission expires: 12-19-07

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 13 day of June, 2005.

Tammye W. Lyon
Notary Public

My commission expires: 12/19/07

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

HOME EQUITY MORTGAGE AMENDMENT 1/00