

114  
AMENDMENT TO MORTGAGE

(Open-End Credit, Future Advances, Due on Sale)

STATE OF ALABAMA )

COUNTY OF Shelby )

THIS AMENDMENT TO EQUITY ASSETLINE MORTGAGE, is made and dated this 13 day of July, 1987, by and between Milton Everett Miller, III and wife, Mary K. Miller ("Mortgagors") and First Alabama Bank Shelby County of Shelby County Alabama ("Mortgagee").

W I T N E S S E T H :

WHEREAS, Mortgagors previously executed that certain Equity AssetLine Mortgage dated December 30, 1986, conveying certain "Mortgaged Property" to Mortgagee in order to secure an open-end line of credit granted by Mortgagee to Mortgagors pursuant to an Equity AssetLine Agreement (the "Agreement"), all as more fully set forth in said Mortgage, which was filed in the Office of the Judge of Probate of Shelby County, Alabama, on January 12, 1987, and recorded in Book 109 at page 499; and

WHEREAS, said Mortgage secured, among other things, the payment of all indebtedness of Mortgagors to Mortgagee incurred pursuant to the Agreement, including, without limitation, the initial advance and any and all future advances made by Mortgagee pursuant to the Agreement, including any renewals or extensions of the same; and

WHEREAS, said Mortgage recited that the maximum indebtedness under the Agreement secured by said Mortgage at any one time would not exceed Twelve Thousand and no/100 Dollars, and, based thereon, mortgage tax was paid to the Judge of Probate of said county in the amount of Eighteen and no/100 (\$ 18.00 ) Dollars; and

WHEREAS, the Mortgagors are desirous of obtaining and the Mortgagee is desirous of granting an increase in said line of credit in the amount of Five Thousand and no/100 (\$ 5,000.00 ) Dollars, so the maximum line of credit and the maximum indebtedness secured by said Mortgage at any one time shall not exceed Seventeen Thousand and no/100 (\$ 17,000.00 ) Dollars; and

WHEREAS, the Mortgagors and Mortgagee have executed an amendment to the Agreement concerning this increase in the Mortgagor's line of credit.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of all indebtedness of Mortgagors to Mortgagee incurred pursuant to the Agreement, or any amendments thereto, including, without limitation, the initial advance and any and all future advances made by Mortgagee pursuant to the Agreement, or any amendments thereto, including any renewals or extensions of same, the parties hereto agree as follows:

1. The Equity AssetLine Mortgage granted by Mortgagors to Mortgagee is hereby amended to increase the maximum amount of indebtedness incurred pursuant to the terms and conditions of the Agreement and any amendments thereto, and which is secured by said

First Ala. Bank

E. B. B. B.

Mortgage, to the sum of Seventeen Thousand and no/100  
(\$ 17,000.00 ) Dollars.

2. The parties hereto do hereby expressly and specifically ratify and confirm the conveyance and all the terms, covenants and conditions of the aforesaid Equity AssetLine Mortgage, as amended hereby, and of record as aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Mortgage under seal on the day above first written.

WITNESS:

Charles Waldrop  
Charles Waldrop

Milton Everette Miller, III (SEAL)  
Mary X Miller (SEAL)  
Mortgagors

FIRST ALABAMA BANK Shelby County

By: Charles Waldrop (SEAL)  
Its Attorney

This instrument was prepared by:

#### CERTIFICATE

State of Alabama  
Shelby County

RESIDENTIAL. Mortgagors and Mortgagee herein certify that residential property was conveyed by the mortgage to which this instrument is an amendment, and that the maximum principal indebtedness to be secured by that mortgage at any one time is \$17,000.00. This instrument amends a mortgage which has previously been filed of record. The mortgage certified that it was to secure a maximum principal indebtedness of \$12,000.00 and the parties at the time the mortgage was filed paid a mortgage tax in the sum of \$18.00 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$5,000.00. The mortgage tax on that increase, namely \$7.50, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

FIRST ALABAMA BANK Shelby County

Milton Everette Miller, III By: Charles Waldrop  
Mary X Miller Title Attorney  
Mortgagors Mortgagee



STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority in and for said County in said State, hereby certify that Milton Everett Miller, III and wife have signed the foregoing instrument and whereby K. Miller known to me, acknowledged before me on this day, that being informed of the contents of the above instrument, they executed the same voluntarily on the day hereinabove first written.

GIVEN under my hand and official seal this the 15 day of July, 1987.

Thomas B. Hart  
Notary Public  
My Commission Expires: 5/25/90

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority in and for said County in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of First Alabama Bank of Shelby County is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

RE-A 160 10/86

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

1987 JUL 17 PM 3:58

Thomas A. Henderson, Jr.  
JUDGE OF PROBATE

|                  |                |
|------------------|----------------|
| 1. Deed Tax      | \$ <u>7.50</u> |
| 2. Mtg. Tax      | <u>7.50</u>    |
| 3. Recording Fee | <u>1.00</u>    |
| 4. Indexing Fee  | <u>1.00</u>    |
| TOTAL            | <u>16.50</u>   |