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**MORTGAGE: OPEN-END CREDIT, FUTURE ADVANCE, DUE ON SALE**

**AMENDMENT TO EQUITY ASSETLINE MORTGAGE**

**EQUITY  
AssetLine**

STATE OF ALABAMA  
COUNTY OF JEFFERSON

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between PEYTON LACY, JR., AND WIFE LENORA S. LACY ("Mortgagors") and First Alabama Bank ("Mortgagee").

Mortgagors previously executed an Equity AssetLine Mortgage dated December 19 19 86, pursuant to an Equity AssetLine Agreement (the "Agreement"), which mortgage was filed in the Office of the Judge of Probate of SHELBY County, Alabama, on January 6th 19 87, and recorded in Book 108 at page 390; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit.

NOW, THEREFORE, in consideration of the premises and in order (i) to secure the payment of all indebtedness of Mortgagors to Mortgagee incurred pursuant to the EQUITY ASSETLINE AGREEMENT, as amended, including, without limitation, all present advances and any and all FUTURE ADVANCES made by Mortgagee pursuant to said AGREEMENT, as amended, including any renewals or extensions of same, (ii) to secure the payment of all other indebtedness, now or hereafter owed, by Mortgagors, or any of them, to Mortgagee, not incurred pursuant to said AGREEMENT, as amended, except that Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes, and (iii) to secure compliance with all of the stipulations contained in said AGREEMENT, as amended, and contained in the Mortgage as here amended, the Mortgagors and Mortgagee agree as follows:

1. The Equity AssetLine Mortgage granted by Mortgagors to Mortgagee is amended to increase the maximum amount of indebtedness incurred pursuant to the terms and conditions of the Agreement and any amendments thereto, and which indebtedness, together with other indebtedness, is secured by the Mortgage, to Forty Thousand Dollars and No/100 (\$ 40,000.00 ) Dollars.

2. The parties ratify and confirm the conveyance and all the terms, covenants and conditions of the Equity AssetLine Mortgage. All terms, covenants, and conditions of the Equity AssetLine Mortgage remain in effect, except as amended in paragraph 1 above.

IN WITNESS WHEREOF, the parties have executed this Amendment to Equity AssetLine Mortgage under seal.

WITNESS:

Deanna T. Johnson  
Deanna T. Johnson

Peyton Lacy, Jr. (SEAL)  
Lenora S. Lacy (SEAL)  
Mortgagors  
FIRST ALABAMA BANK  
By: [Signature] (SEAL)  
Its Vice/President

STATE OF ALABAMA  
COUNTY OF Jefferson

**CERTIFICATE**

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 \$40,000.00. 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 \$25,000.00 and the parties at the time the mortgage was filed paid a mortgage tax in the sum of \$37.50 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by Fifteen Thousand Dollars and no/100. The mortgage tax on that increase, namely \$22.50, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b), (1975).

Peyton Lacy, Jr.  
Lenora S. Lacy  
Mortgagors

FIRST ALABAMA BANK  
By: [Signature]  
Title: Vice President  
Mortgagee

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First Al. Bank, B'ham, AL  
PO Box 10247  
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hereby certify that PEYTON LACY, JR., AND WIFE LENORA S. LACY, a Notary Public in and for said County, in said State,

whose name s are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29th day of January, 1988

Deanna T. Johnson  
Notary Public COMMISSION EXPIRES SEPT. 16, 1990

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing conveyance and who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Notary Public

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

of the \_\_\_\_\_, a corporation, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Notary Public

This instrument was prepared by:

Deanna T. Johnson  
First Alabama Bank  
Real Estate Department

1. Deed Tax	\$ _____
2. Mtg. Tax	<u>22.50</u>
3. Recording Fee	<u>5.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>28.50</u>

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
88 FEB -4 AM 8:48

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

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PEYTON LACY, JR. AND WIFE

LENORA S. LACY

TO  
**First Alabama Bank**  
P.O. BOX 10247  
BIRMINGHAM, ALABAMA 35202

# MORTGAGE

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Volume \_\_\_\_\_ of Mortgages, at page \_\_\_\_\_

and examined.

\_\_\_\_\_  
Judge of Probate.

RE-A 125 1/88

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