

1432

AMENDMENT TO ADJUSTABLE-RATE  
LINE OF CREDIT MORTGAGE

This Amendment (the "Amendment") is made and entered into on July 29, 1988, by and between William M. Foshee and wife, Patricia B. Foshee (hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

RECITALS

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A. William M. Foshee and wife, Patricia B. Foshee (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 11, 1987 (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 \*\*\*\*\*Ten Thousand and no/100\*\*\*\*\* Dollars (\$10,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Book 145 at page 668, 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 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 \*\*\*\*\*Eighteen Thousand and no/100\*\*\*\*\* Dollars (\$18,000.00) (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 \*\*\*\*\*Eighteen Thousand and no/100\*\*\*\*\* Dollars (\$18,000.00).

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 \*\*\*\*\*Eighteen Thousand and no/100\*\*\*\*\* Dollars (\$18,000.00).

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

*Jess Little Corp.*  
PO Box - 10481  
Bham, Ala - 35202

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this instrument as of the date first written above.

X William M. Foshee (Seal)  
William M. Foshee (Seal)  
X Patricia B. Foshee (Seal)  
Patricia B. Foshee (Seal)

AMSOUTH BANK N.A.

By George J. Lee *George J. Lee*  
Its Assistant Vice President

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William M. Foshee and wife, Patricia B. Foshee 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, the y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26<sup>th</sup> day of July, 19 88.

*Glen A. Smith*  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA )  
Jefferson COUNTY )

STATE OF ALA. SHELBY: I CERTIFY THIS INSTRUMENT WAS FILED  
88 OCT 21 AM 9:52

*mtg. tax - 12.00  
Rec. 5.00  
Jul. 1.00  
18.00*

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George J. Lee, whose name as Assistant Vice President 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 the 1 day of August, 19 88.

*Annie M. Ellis*  
Notary Public

AFFIX SEAL

My commission expires: 12/7/91

This instrument prepared by:

Name: Mary Williams/AmSouth Bank, N.A.  
Address: P.O. Box 216 Birmingham, AL 35201  
Attn: Revolving Credit Dept.

JEFFERSON TITLE CORPORATION  
316 North 21st Street  
P. O. Box 10481  
Birmingham, Alabama 35201

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