

899

87-20179
411-862306

AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE

2,000.00

This Amendment (the "Amendment") is made and entered into on February 3, 1989, by and between Randall L. Sears and wife Kelly D. Sears (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. Randall L. Sears and wife Kelly D. Sears (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 June 12, 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 twelve thousand and no/100 Dollars (\$12,000.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Real Volume 137 at page 746, 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 thirty three thousand and no/100 Dollars (\$33,000.00) (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 thirty three thousand and no/100 Dollars (\$33,000.00).

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 thirty three thousand and no/100 Dollars (\$33,000.00).

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

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ALABAMA TITLE CO., INC.

2233 SECOND AVE. NO.

BIRMINGHAM, ALABAMA 35203

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

1. Deed Tax \$
2. Mtg. Tax 31.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 37.50

X Randall L. Sears (Seal)
Randall L. Sears (Seal)
X Kelly D. Sears (Seal)
Kelly D. Sears (Seal)

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

89 FEB 17 AM 9:38

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

AMSOUTH BANK N.A.

By George J. Lee
Its Assistant Vice President

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

Randall L. Sears and Kelly D. Sears, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of February, 19 89.

Beverly Baker Benson
Notary Public

AFFIX SEAL

My commission expires: _____

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA)
Jefferson COUNTY)

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 3rd day of February, 19 89.

Annie M. Allie
Notary Public

AFFIX SEAL

My commission expires: 12/7/91

This instrument prepared by:

Name: Sandy Johnson/AmSouth Bank N.A.
Address: Post Office Box 216, Birmingham, Alabama 35201
Attention: Revolving Credit Department

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