

MORTGAGE: OPEN-END CREDIT, FUTURE ADVANCE, LIE ON SALE

1267

AMENDMENT TO EQUITY ASSETLINE MORTGAGE

EQUITY AssetLine

STATE OF ALABAMA  
COUNTY OF SHELBY

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between H. Lamarr Burgess and wife, Bonnie J. Burgess ("Mortgagors") and First Alabama Bank ("Mortgagee") this 10<sup>th</sup> day of May, 1989.

Mortgagors previously executed an Equity AssetLine Mortgage dated 5-6, 1988, 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 5-16 1988, and recorded in 184 at page 697; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$10,500.00 to \$25,000.00.

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 Twenty-Five Thousand and No/100-- (\$ 25,000.00 ) 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:

[Signature]

H. Lamarr Burgess (SEAL)

X Bonnie J. Burgess (SEAL)  
Mortgagors

FIRST ALABAMA BANK

By: [Signature] (SEAL)

its [Signature]

CERTIFICATE

STATE OF ALABAMA  
COUNTY OF SHELBY

Mortgagors and Mortgagee certify that residential property was conveyed by the mortgage, which this instrument amends and that the maximum principal indebtedness to be secured by that mortgage at any one time is \$25,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of \$10,500.00 and the parties at the time the mortgage was filed paid a mortgage tax of \$15.75 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$14,500.00. The mortgage tax on that increase, namely \$21.75, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

FIRST ALABAMA BANK

By: Rose Ann Rawlins

Title: Branch Manager  
Mortgagee

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H. Lamarr Burgess

Bonnie J. Burgess Mortgagors

BOOK 243 PAGE 370

THE STATE OF ALABAMA,  
Jefferson

COUNTY.

I, the undersigned authority \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that H. Lamarr Burgess and wife, Bonnie J. Burgess

whose names 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 10th day of May, 19 89

*Carol Lewis*  
MY COMMISSION EXPIRES OCTOBER 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

1. Deed Tax \$ \_\_\_\_\_

2. Mtg. Tax 21.75

3. Recording Fee 5.00

4. Indexing Fee 2.00

TOTAL 28.75

THE STATE OF ALABAMA,

STATE OF ALABAMA  
COUNTY OF SHELBY  
I CERTIFY THIS  
INSTRUMENT WASE

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

89 JUN 20 AM 9:32

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: Robin D. Cunningham  
First Alabama Bank/Real Estate Dept.

H. BURGESS

Page Two

FIRST ALABAMA BANK GREEN SPRINGS BRANCH

H. LAMARR BURGESS AND WIFE, BONNIE

TO  
First Alabama  
Bank

475 Green Springs Highway  
Birmingham, Alabama 35209

# 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 3/88 [LSRS/LWP]