

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

AMENDMENT TO EQUITY ASSETLINE MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

**EQUITY
AssetLine**

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between Kenneth E. Barclay and wife, Andrea K. Barclay ("Mortgagors") and First Alabama Bank ("Mortgagee").

Mortgagors previously executed an Equity AssetLine Mortgage dated April 22, 19 87, 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 April 30, 19 87, and recorded in Book 127 at page 946; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$10,000.00 to \$18,000.00.

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 Eighteen Thousand and NO/100 (\$ 18,000.00) 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:

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Kenneth E. Barclay (SEAL)
Kenneth E. Barclay

Andrea K. Barclay (SEAL)
Andrea K. Barclay

Mortgagors

FIRST ALABAMA BANK/SHELBY COUNTY

By: [Signature] (SEAL)
Its Branch Manager

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 \$18,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of \$10,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of 15.00 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$8,000.00. The mortgage tax on that increase, namely \$12.00, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

FIRST ALABAMA BANK/SHELBY COUNTY

By: [Signature]

Title: Branch Manager

Mortgagors

Mortgagee

Direct Ala. Bank

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THE STATE OF ALABAMA,
SHELBY COUNTY.

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kenneth E. Barclay & wife, Andrea K. Barclay 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, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of September 19 89

Diane S. Rachels
Notary Public
My Commission Expires December 20, 1992

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:

Diane Rachels, Admn. Asst./R.E.
P. O. Box 633
Helena, AL 35080

1. Deed Tax	-----	\$ 19.00
2. Mtg. Tax	-----	\$ 5.00
3. Recording Fee	-----	\$ 3.00
4. Indexing Fee	-----	\$ 1.00
5. No Tax Fee	-----	\$ 0.00
6. Certified Stamp Fee	-----	\$ 0.00
Total	-----	\$ 21.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
89 OCT -4 AM 9:04
Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Page Two

Kenneth E. Barclay
Andrea K. Barclay
TO
First Alabama Bank / SHELBY COUNTY
P. O. Box 633
Helena, AL 35080

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 2/88 [LSRS/LWP]