MORTGAGE: OP...-END CREDIT, FUTURE ADVANCE, ...JE ON SALE

3226

AMENDMENT TO EQUITY ASSETLINE MORTGAGE

EQUITY AssetLine

STATE OF ALABAMA
COUNTY OF SHELBY

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between Jack O. McCutchen and wife, Muriel F. McCutchen ("Mortgagors") and First Alabama Bank ("Mortgagee") this _____ day of _______________, 19 89.

Mortgagors previously executed an Equity AssetLine Mortgage dated 3-18, 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 3-26, 19 87, and recorded in 121 at page 657; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from $17,000.00 to $34,000.00.

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 Thirty Four Thousand and No/100-------------------- ($ ~~34,000.00~~) Dollars.

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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:

Jack O. McCutchen (SEAL)
Jack O. McCutchen
Muriel F. McCutchen (SEAL)
Muriel F. McCutchen
Mortgagors

9-6

FIRST ALABAMA BANK
By: _______________ (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 $34,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of $17,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of $25.50 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by $17,000.00. The mortgage tax on that increase, namely $25.50, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

Jack O. McCutchen
Jack O. McCutchen
Muriel F. McCutchen
Muriel F. McCutchen Mortgagors

FIRST ALABAMA BANK
By: _______________
Title: Branch Manager
Mortgagee

THE STATE OF ALABAMA,

Jefferson COUNTY.

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack O. McCutchen and wife, Muriel F. McCutchen 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 6th day of September, 19 89

Pett M Arnold
Notary Public

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 volunta ily 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 volutarily 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.

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

89 OCT 11 PM 2:30

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	$
2. Mtg. Tax	$ 25.50
3. Recording Fee	$ 5.00
4. [illegible] Fee	$ 3.00
5. [illegible]	$ —
6. [illegible] Fee	$ 1.00
Total	$ 34.50

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FIRST ALABAMA BANK MT. BROOK BRANCH

JACK O. MCCUTCHEN AND WIFE, MURIEL MCCUTCHEN

TO

First Alabama Bank
P.O. Box 7625
Birmingham, Alabama 35253

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.

RS-A 125 3/88 [LSRS/LWP]