

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

**AMENDMENT TO EQUITY ASSETLINE MORTGAGE**

STATE OF ALABAMA  
COUNTY OF Shelby

974

**EQUITY  
AssetLine**

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between Robert L. Vaughn and wife Reba E. Vaughn (Mortgagors) and First Alabama Bank ("Mortgagee").

Mortgagors previously executed an Equity AssetLine Mortgage dated April 1, 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 April 11, 1988, and recorded in Real 179 at page 354\*.

\*Mortgage: Adment to Equity Asset Line Dated July 1, 1988 and recorded in Real 193, Page 758 and the Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$49,000.00 to \$57,000.00

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 FIFTY-SEVEN THOUSAND AND no/100's (\$ 57,000.00 ) 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:

Robert L. Vaughn (SEAL)  
Robert L. Vaughn  
Reba E. Vaughn (SEAL)  
Reba E. Vaughn  
Mortgagors  
FIRST ALABAMA BANK  
By: James C. Mabrey (SEAL)  
Vice President

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STATE OF ALABAMA  
COUNTY OF Jefferson

**CERTIFICATE**

Mortgagors and Mortgagee herein certify that residential property was conveyed by the mortgage to which this instrument is an amendment, and that the maximum principal indebtedness to be secured by that mortgage at any one time is 57,000.00. This instrument amends a mortgage which has previously been filed of record. The mortgage certified that it was to secure a maximum principal indebtedness of 49,000.00 and the parties at the time the mortgage was filed paid a mortgage tax in the sum of 33.00 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).

Robert L. Vaughn  
Robert L. Vaughn  
Reba E. Vaughn  
Reba E. Vaughn  
Mortgagors

FIRST ALABAMA BANK  
By: James C. Mabrey  
Title: James C. Mabrey  
Vice President  
Mortgagee

*Cahaba Heights Branch  
3172 - Cahaba Heights Plaza  
R. 1, Birmingham, AL*

THE STATE OF ALABAMA,  
 JEFFERSON COUNTY.  
 I, \_\_\_\_\_ the undersigned authority  
 a Notary Public in and for said County, in said State,  
 hereby certify that ROBERT L. VAUGHN AND WIFE, REBA E. VAUGHN  
 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 \_\_\_\_\_ day of \_\_\_\_\_, 1989  
 \_\_\_\_\_  
 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 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:  
 Dean Stewart/First Alabama Bank/Downtown /Real Estate Department

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

89 NOV 16 AM 8:49

*Thomas A. Saunders, Jr.*  
 JUDGE OF PROBATE

1. Deed Tax	-----	\$	_____
2. Mig. Tax	-----	\$	12.00
3. Recording Fee	-----	\$	5.00
4. Notary Fee	-----	\$	3.00
5. _____ Fee	-----	\$	_____
6. Certified Stamp Fee	---	\$	1.00
<b>Total</b>	-----	\$	<b>21.00</b>

ROBERT L. VAUGHN AND WIFE, REBA E. VAUGHN

TO  
**First Alabama Bank**  
 3172 Cahaba Heights Plaza  
 Birmingham, Alabama 35243

**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.