

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 Ollie Bryant Terry, III & wife, Carolyn A. Terry ("Mortgagors") and First Alabama Bank ("Mortgagee").

Mortgagors previously executed an Equity AssetLine Mortgage dated February 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 March 2, 19 87, and recorded in Mortgage Book 117 at page 346; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$40,000.00 to \$63,000.00.

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 Sixty Three Thousand and NO/100 ----- (\$ 63,000.00 -----) 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:

Cheryl L. Hay
Elizabeth C. Harper

Ollie Bryant Terry, III (SEAL)
Carolyn A. Terry (SEAL)
Mortgagors

FIRST ALABAMA BANK/SHELBY COUNTY

By: T. H. Highland (SEAL)
Its President

STATE OF ALABAMA
COUNTY OF SHELBY

CERTIFICATE

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 \$63,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of \$40,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of \$60.00 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$23,000.00. The mortgage tax on that increase, namely \$34.50, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

FIRST ALABAMA BANK/SHELBY COUNTY

By: T. H. Highland
Title: President

Mortgagors

Mortgagee

First AL 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 _____ Ollie Bryant Terry, III & wife, Carolyn A. Terry
whose name _____ & 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 22nd day of December, 1989

Diane S. Rachels

Notary Public
My Commission Expires December 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: STATE OF ALA. SHELBY CO.
Diane Rachels
Admn. Asst./Real Estate
P. O. Box 216
Pelham, AL 35124
I CERTIFY THIS INSTRUMENT WAS FILED
90 JAN -3 AM 9:56

Thomas A. Shuler, Jr.
JUDGE OF PROBATE

1. Deed Tax	-----	\$
2. Map Tax	-----	\$34.00
3. Copying Fee	-----	\$
4. Notary Fee	-----	3.00
5. Notary Fee	-----	
6. Notary Stamp Fee	-----	1.00
Total	-----	\$43.00

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Ollie Bryant Terry, III

Carolyn A. Terry

TO
First Alabama Bank
SHELBY COUNTY
P. O. Box 216
Pelham, AL 35124

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]