

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
Douglas W. Langdon & wife, Betty L. Langdon ("Mortgagors") and First
Alabama Bank ("Mortgagee").

Mortgagors previously executed an Equity AssetLine Mortgage dated
August 8, 19 89, 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 August 15,
19 89, and recorded in Book 251 at page 425; and

The Mortgagors and Mortgagee have executed an amendment to the
Agreement increasing the Mortgagor's line of credit from \$10,000.00
to \$15,000.00.

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 Fifteen Thousand and
NO/100 (\$ 15,000.00) 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:

Douglas W. Langdon (SEAL)
Betty L. Langdon (SEAL)
Mortgagors

FIRST ALABAMA BANK/Shelby County

By: _____ (SEAL)
Its Vice-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 \$15,000.00. 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 \$5,000.00.
The mortgage tax on that increase, namely \$7.50,
is paid herewith, as allowed by Alabama Code
§ 40-22-2(1)(b) (1975).

Douglas W. Langdon
Mortgagors

FIRST ALABAMA BANK/Shelby County

By: _____
Title: Vice-President
Mortgagee

First Ala. Bank
Prichard

THE STATE OF ALABAMA,

Shelby COUNTY.

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Douglas W. Langdon & wife, Betty L. Langdon whose name is 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 6th day of March, 1990

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. Assistant/Real Estate
P. O. Box 216
Pelham, AL 35124

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

90 MAR 13 AM 9:19

Thomas H. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	7.50
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	16.50

Page Two

Douglas W. Langdon

Betty L. Langdon

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)