(471)

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

AMENDMENT TO EQUITY ASSETLINE MORTGAGE

EQUITY AssetLine

STATE OF ALABAMA
COUNTY OF Shelby

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between Alex Ronald Koonce and wife, Norma E. Griffin Koonce ("Mortgagors") and First Alabama Bank ("Mortgagee") this 2nd day of August, 19 90.

Mortgagors previously executed an Equity AssetLine Mortgage dated February 3, 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 February 11, 19 87 and recorded in Real 114 at page 430; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from $15,000.00 to $25,215.00.

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 Twenty Five Thousand Two Hundred Fifteen and No/100's-------------------- ($ 25,215.00) 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:

Walter H. Spidle

Alex Ronald Koonce (SEAL)
Alex Ronald Koonce
Norma E. Griffin Koonce (SEAL)
Norma E. Griffin Koonce
Mortgagors

See attached Exhibit A

FIRST ALABAMA BANK
By: Walter H. Spidle (SEAL)
Its Walter H. Spidle

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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 $25,215.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of $15,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of $22.50 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by 10,215.00. The mortgage tax on that increase, namely $15.45, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

Alex Ronald Koonce
Alex Ronald Koonce
Norma E. Griffin Koonce
Norma E. Griffin Koonce
Mortgagors

FIRST ALABAMA BANK
By: Walter H. Spidle
Title: Walter H. Spidle
Mortgagee

First Al. Bank Ea[illegible] Mall

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THE STATE OF ALABAMA,

Jefferson COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Ronald Koonce and Norma E. Griffin Koonce 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 2nd day of August, 1990

Notary Public

MY COMMISSION EXPIRES APRIL 15, 199[illegible]

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:

Louise D. Holland
Commercial Loans/Real Estate Department

Page Two

Alex Ronald Koonce and wife,
Norma E. Griffin Koonce

TO

First Alabama Bank
7703 Eastwood Mall
Suite F600
~~Birmingham, Alabama 35210~~

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 3/88 [LSRS/LWP]

First Alabama Bank

First Alabama Bank
Birmingham
Post Office Box 10247
Birmingham, Alabama 35202

Exhibit A

Norma G, Koonce, Norma Griffin Koonce and Norma E. Griffin Koonce are one and the same person.