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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 Alfred D. Jordan and wife, Jean F. Jordan ("Mortgagors") and First Alabama Bank ("Mortgagee") this day of , 19 .

Mortgagors previously executed an Equity AssetLine Mortgage dated February 12, 1987, 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, 1987, and recorded in Book 117 at page 238; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$50,000.00 to \$100,000.00.

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 One Hundred Thousand & No/100 (\$ 100,000.00) 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: Alfred D. Jordan and A. D. Jordan are one and the same person.

Clayton R. Lee
Clayton R. Lee

Alfred D. Jordan (SEAL)
Jean F. Jordan (SEAL)
JEAN F. JORDAN
Mortgagors

FIRST ALABAMA BANK
By: Clayton R. Lee (SEAL)
Its CLAYTON RICHARD LEE, II

CERTIFICATE

STATE OF ALABAMA
COUNTY OF JEFFERSON

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 \$100,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of \$50,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of \$75.00 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$50,000.00. The mortgage tax on that increase, namely \$75.00, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

Alfred D. Jordan
ALFRED D. JORDAN
Jean F. Jordan
Mortgagors
JEAN F. JORDAN

FIRST ALABAMA BANK
By: Clayton R. Lee
Title: CLAYTON RICHARD LEE, II
Mortgagee

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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 Alfred D. Jordan and wife, Jean F. Jordan

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 24th day of September, 1990

Leigh Ann Moon
Notary Public
My Commission Expires 12/31/92

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:

Leigh A. Moon
First Alabama Bank
P. O. Box 10247
Birmingham, Alabama 35202

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

90 OCT -5 PM 12:56

Judge of Probate

Table with 6 rows: 1. Doc Fee, 2. Notary Fee, 3. State Fee, 4. County Fee, 5. ... Fee, 6. ... Fee. Total: \$84.00

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REAL ESTATE DEPT. / DOWNTOWN

Alfred D. Jordan and wife,

Jean F. Jordan

TO First Alabama Bank

P. O. Box 10247
Birmingham, Alabama 35202

MORTGAGE

THE STATE OF ALABAMA,

JEFFERSON 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/LMP]