

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 Ewell S. Robinson and Melvinia D. Robinson ("Mortgagors") and First Alabama Bank ("Mortgagee") this 17th day of SEPTEMBER, 1990.

Mortgagors previously executed an Equity AssetLine Mortgage dated April 6, 1990, 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 12, 1990, and recorded in Book 286 at page 940; 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:

Candi Davis
Lisa A. Moon

Ewell S. Robinson (SEAL)
Melvinia D. Robinson (SEAL)
MELVINIA D. ROBINSON
Mortgagors

✓ FIRST ALABAMA BANK
By: MARK HOWZE (SEAL)

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).

Ewell S. Robinson
Melvinia D. Robinson
Mortgagors
MELVINIA D. ROBINSON

FIRST ALABAMA BANK
By: MARK HOWZE
Title: Mortgagee

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THE STATE OF ALABAMA,

JEFFERSON COUNTY.

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County, in said State, hereby certify that EWELL S. ROBINSON AND WIFE, MELVINIA D. ROBINSON 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 17TH day of SEPTEMBER, 19 88

Leigh Ann Moon
Notary Public
My Commission Expires: 8/29/93

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 MOON
R/E DEPT. / DOWNTOWN

1. Doc Fee	15.00
2. Notary Fee	5.00
3. Recording Fee	3.00
4. Title Fee	
5. Lender Fee	
6. Other Fee	1.00
Total	24.00

STATE OF ALA. SHERRILL U.S.
I CERTIFY THIS INSTRUMENT WAS FILED
90 OCT -5 PM 12:59
JUDGE OF PROBATE

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REAL ESTATE DEPT. / DOWNTOWN

EWELL S. ROBINSON, AND HIS WIFE,
MELVINIA D. ROBINSON

TO
First
Alabama
Bank
BIRMINGHAM, ALABAMA.

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/LMP]

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