

280 J 805 88

**AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE**

This Amendment (the "Amendment") is made and entered into on January 17, 1991, by and between Charles Edward Burton and Wife, Molly Ann Burton (hereinafter called the "Mortgagor", whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

RECITALS

A. Mortgagors (hereinafter called the "Borrower", whether one or more) has (have) entered into an Agreement entitled "AmSouth Equity Line of Credit Agreement", executed by the Borrower in favor of the Mortgagee, dated January 17, 1991 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the sum of Five Thousand Five Hundred and 00/100 Dollars (\$ 5,500.00) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Book 114 at page 361, in the Probate Office of Shelby County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Credit Limit to Fifteen Thousand and 00/100 Dollars (\$ 15,000.00) (the "Amended Credit Limit").

D. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgagee in excess of the original Credit Limit described in the Mortgage, the Mortgagor and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:

The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of Fifteen Thousand and 00/100 Dollars (\$ 15,000.00).

2. In addition to the other "Debt" described in the Mortgage, the Mortgage shall secure the payment of all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Amended Credit Limit of Fifteen Thousand and 00/100 Dollars (\$ 15,000.00).

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

Jff. Little

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this instrument as of the date first written above.

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

91 FEB -5 PM 3:28

Judge of Probate

1. Deed Tax -----
2. Mtg. Tax -----
3. Recording Fee -----
4. Indexing Fee -----
5. No Tax Fee -----
6. Certified Fee -----
Total -----

X Charles Edward Burton (Seal)

Charles Edward Burton (Seal)

X Molly Ann Burton (Seal)

Molly Ann Burton (Seal)

AMSOUTH BANK N.A.

By H.D. Alsobrooks
Its Vice President

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles Edward Burton and Wife, Molly Ann Burton

whose name(s) is (are) signed to the foregoing amendment, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said amendment, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of January, 19 91.

Donna R. Caton
Notary Public

AFFIX SEAL

My commission expires: March 5, 1991

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that H.D. Alsobrooks, whose name as Vice President of AmSouth Bank N.A., a national banking association, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 17 day of January, 19 91.

Tina M. McAdams Wicker
Notary Public

AFFIX SEAL

My commission expires: _____

This instrument prepared by:

Name: Tina M. Wicker / AmSouth Bank, N. A.
Address: P.O. Box 11007 Birmingham, AL 35288

ALPERSON TITLE CORPORATION
316 North 21st Street
P.O. Box 10481
Birmingham, Alabama 35201