

1049

89-20830  
443-084303

# AMENDMENT TO ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

15,000.00

This Amendment (the "Amendment") is made and entered into on February 8, 19 91, by and between Carl E. Grant and Wife, Judith Ann Grant (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 May 5, 19 89 (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 Twenty-Five Thousand and 00/100 Dollars (\$ 25,000.00 ) (the "Credit Limit").

B. The Mortgagee has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Real Volume 238 at page 712, 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 Mortgagee have requested that the Mortgagee increase the Credit Limit to Forty Thousand and 00/100 Dollars (\$ 40,000.00 ) (the "Amended Credit Limit").

D. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagee 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 Mortgagee and the Mortgagee agree that the Mortgage is, effective as of the date of this Amendment, hereby amended as follows:

1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of Forty Thousand and 00/100 Dollars (\$ 40,000.00 ).

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 Forty Thousand and 00/100 Dollars (\$ 40,000.00 ).

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

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

X [Signature] (Seal)  
Carl E. Grant (Seal)

X [Signature] (Seal)  
Judith Ann Grant (Seal)

AMSOUTH BANK N.A.

By [Signature]  
H.D. Alsobrooks  
Its Vice President

**ACKNOWLEDGMENT FOR INDIVIDUAL(s)**

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that

Carl E. Grant and Wife Judith Ann Grant  
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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of February 19 91.

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

91 FEB 18 AM 9:18

Notary Public

AFFIX SEAL

My commission expires 02/15/92

**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 8 day of February 19 91.

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES OCTOBER 17, 1992

This instrument prepared by:

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

1. Deed Tax	2.50
2. Mtg. Tax	2.50
3. Recording Fee	5.00
4. Indexing Fee	5.00
5. No Tax Fee	0.00
6. Certified Fee	1.00
Total	15.50