

2194

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

**AMENDMENT TO EQUITY ASSETLINE MORTGAGE**

STATE OF ALABAMA  
COUNTY OF SHELBY

**EQUITY  
AssetLine**

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between STEVE E. THOMAS AND WIFE, JANICE M. THOMAS ("Mortgagors") and First Alabama Bank ("Mortgagee") this 20th day of May, 1991.

Mortgagors previously executed an Equity AssetLine Mortgage dated NOVEMBER 17, 1989, 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 DECEMBER 1, 1989, and recorded in REAL 268 at page 349; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$30,000.00 to \$50,000.00.

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 FIFTY THOUSAND & NO/100 (\$ 50,000.00) 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:

Cassandra Peterson

Steve E. Thomas (SEAL)  
Janice M. Thomas (SEAL)  
Mortgagors

FIRST ALABAMA BANK

By: Monica Chatman (SEAL)  
Its MONICA CHATMAN

**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 \$50,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of \$30,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of \$45.00 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$20,000.00. The mortgage tax on that increase, namely \$30.00, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

Steve E. Thomas  
Janice M. Thomas  
Mortgagors

FIRST ALABAMA BANK

By: Monica Chatman  
Title: MONICA CHATMAN - RETAIL LOAN OFFICER  
Mortgagee

BOOK 345 PAGE 448

THE STATE OF ALABAMA,  
JEFFERSON COUNTY.  
I, THE UNDERSIGNED, a Notary Public in and for said County, in said State,  
hereby certify that STEVE E. THOMAS AND WIFE, JANICE M. THOMAS  
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 20 day of May, 1991  
Ether M. Murphy  
Notary Public  
MY COMMISSION EXPIRES JANUARY 7, 1995

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 CERTIFY THIS INSTRUMENT WAS FILED  
91 JUN -3 AM 9:21  
I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that Thomas L. J. J. J. J. J.  
JUDGE OF PROBATE  
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  
Real Estate Dept./Downtown  
P. O. Box 10247  
Birmingham, Alabama 35202

1. Deed Tax	_____
2. Mtg. Tax	30.00
3. Recording Fee	1.00
4. Indexing Fee	3.00
5. Notary Fee	_____
6. Certified Copy	1.00
Total	35.00

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REAL ESTATE DEPT./DOWNTOWN

STEVE E. THOMAS AND WIFE,

JANICE M. THOMAS

TO  
First  
Alabama  
Bank

VALLEY AVENUE BRANCH

P. O. BOX 10205

B'HAM, AL. 35202

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 Mortgage, at page \_\_\_\_\_

and examined.

Judge of Probate.

RE-A 125 3/88 [LSRS/LNP]