

4035

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

This Amendment (the "Amendment") is made and entered into on 14th  
June, 1991 by and between Donald J. Mazanec and wife Lila M. Mazanec  
(hereinafter called the "Mortgagor",  
whether one or more) and AmSouth Bank, N. A., a national banking  
association (hereinafter called the "Mortgagee").

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 7, 1987 (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 EIGHTEEN THOUSAND FIVE HUNDRED & NO/100-- Dollars (\$18,500.00) (the "Credit  
Limit").

B. The Mortgagor has executed in favor of the Mortgagee and  
Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Real Volume 132 at page 343, 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 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 THIRTY THOUSAND & NO/100 - - - - Dollars (\$30,000.00) (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:

1. The term "Credit Limit" as used in the Mortgage shall mean the  
Amended Credit Limit of THIRTY THOUSAND & NO/100 - - - - - Dollars (\$30,000.00).

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 THIRTY THOUSAND & NO/100 - - - - - Dollars  
(\$30,000.00).

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.

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

91 JUN 25 AM 10:59

JUDGE OF PROBATE

Donald J. Mazanec [SEAL]  
Donald J. Mazanec

Lila M. Mazanec [SEAL]  
Lila M. Mazanec

AMSOUTH BANK, N. A.

H. D. Alsobrooks  
BY 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

Donald J. Mazanec and wife, Lila M. Mazanec  
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 14th day of June  
1991.

Beverly Baker Benson  
Notary Public

AFFIX SEAL

My commission expires:

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: JULY 23, 1994.  
BONDED TWO THOUSAND DOLLARS

### 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 \_\_\_ day of \_\_\_\_\_, 19\_\_.

Linda Jones  
Notary Public

AFFIX SEAL

My commission expires:

11-19-94

This instrument prepared by:

Name: Patricia Smith/AmSouth Bank, A.

Address: P. O. Box 11007

Birmingham, Al 35288