

3035

AMENDMENT TO ADJUSTABLE-RATE
LINE OF CREDIT MORTGAGE

This Amendment (the "Amendment") is made and entered into on July 31st, 1991, by and between Charles Stephen Jager and wife Annalisa Thompson Jager (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 November 21, 1990 (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 FIFTY THOUSAND & NO/100 Dollars (\$ 50,000.00) (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 320 at page 432, 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 ONE HUNDRED THOUSAND & NO/100 Dollars (\$ 100,000.00) (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 ONE HUNDRED THOUSAND & NO/100 Dollars (\$ 100,000.00).

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 ONE HUNDRED THOUSAND & NO/100 Dollars (\$ 100,000.00).

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

BOOK 358 PAGE 527

Ala. Title

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

Charles Stephen Jager [SEAL]
Charles Stephen Jager

Annalisa Thompson Jager [SEAL]

ANNALISA THOMPSON JAGER
AMSOUTH BANK, N. A.

1. Debt Pay	75.00
2. Mortgage	5.00
3. Insurance	2.00
4. No Tax Fee	1.00
5. Carried P	
Total	84.00

Daniel W. Hill
BY: Daniel W. Hill
Its Vice President

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 AUG 13 AM 11:29

JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles Stephen Jager and wife Annalisa Thompson Jager

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 31st day of July, 1991.

Tommy W. Lyon
Notary Public

AFFIX SEAL

My commission expires: 1-15-92

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 day of , 19 .

Linda K. Jones
Notary Public

AFFIX SEAL

My commission expires: 11-19-94

This instrument prepared by:

Name: Patricia Smith/AmSouth Bank, N. A.
Address: P. O. Box 11007
Birmingham, AL 35288 CONSUMER MORTGAGE LOANS