

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

AMENDMENT TO EQUITY ASSETLINE MORTGAGE

EQUITY
AssetLine

STATE OF ALABAMA
COUNTY OF SHELBY

This AMENDMENT to EQUITY ASSETLINE MORTGAGE, is made between Harvey A. Shores and wife, Rachel H. Shores ("Mortgagors") and First Alabama Bank ("Mortgagee") this 5th day of August, 1991.

Mortgagors previously executed an Equity AssetLine Mortgage dated June 11, 1987, 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 June 23, 1987, and recorded in Book 137 at page 427; and

The Mortgagors and Mortgagee have executed an amendment to the Agreement increasing the Mortgagor's line of credit from \$75,000.00 to \$175,000.00.

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 One Hundred Seventy-five Thousand & No/100 (\$ 175,000.00) 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:

Robert W. Kuhn, Jr.
Leligh A. Moon

Harvey A. Shores (SEAL)
Rachel H. Shores (SEAL)
Mortgagors

FIRST ALABAMA BANK
By: Robert W. Kuhn, Jr. (SEAL)
Its ROBERT W. KUHN, JR.
COMMERCIAL LOAN OFFICER

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 \$175,000.00. This instrument amends a mortgage, previously filed for record, which certified that it was to secure a maximum principal indebtedness of \$75,000.00 and the parties at the time the mortgage was filed paid a mortgage tax of \$112.50 on that amount. This instrument increases the previous amount of the maximum principal indebtedness by \$100,000.00. The mortgage tax on that increase, namely \$150.00, is paid herewith, as allowed by Alabama Code § 40-22-2(1)(b) (1975).

Harvey A. Shores
Rachel H. Shores
Mortgagors
RACHEL H. SHORES

FIRST ALABAMA BANK
By: Robert W. Kuhn, Jr.
Title: ROBERT W. KUHN, JR.
COMMERCIAL LOAN OFFICER
Mortgagee

BOOK 358 PAGE 519

THE STATE OF ALABAMA,

JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harvey A. Shores and wife, Rachel H. Shores

whose name 5 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 5th day of August, 1991

MY COMMISSION EXPIRES AUGUST 29, 1993

Leigh Ann Moon
Notary Public

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 AUG 13 AM 11:06

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

of the JUDGE OF PROBATE, 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. Dead Tax	
2. Mtg. Fee	150.00
3. Recording Fee	2.00
4. Issuance Fee	2.00
5. No Tax Fee	
6. Certified Copy	1.00
Total	155.00

Page Two

REAL ESTATE DEPT./DOWNTOWN

Harvey A. Shores and wife,

Rachel H. Shores

TO
First
Alabama
Bank

P. O. Box 10247

Birmingham, Alabama 35202

MORTGAGE

THE STATE OF ALABAMA,

HELBY 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 Mortgages, at page

and examined.

Judge of Probate.

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