

M13187

**Amendment to Adjustable-Rate Line of Credit Mortgage**

This Amendment (the "Amendment") is made and entered into on August 25, 19 93, by and between Richard C. Porter and wife, Joy D. Porter (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 July 31, 19 92 (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 Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Instrument #1992-1729 at page \_\_\_\_\_, 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 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 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 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.

Richard C. Porter (Seal)  
Joy D. Porter (Seal)  
 AMSOUTH BANK N.A.  
 BY Roland W. Self  
 Its Asst. 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 Richard C. Porter and wife, Joy D. Porter, whose name(s)  (are) signed to the foregoing amendment, and who  (are) known to me, acknowledged before me on this day that, being informed of the contents of said amendment,  he  she  executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 25th day of August, 19 93.

Benjamin F. Cohen  
 Notary Public  
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
 MY COMMISSION EXPIRES: Sept. 18, 1995.  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

AFFIX SEAL  
My commission expires: \_\_\_\_\_

**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 Roland W. Self, whose name as Asst. 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 8th day of Sept, 19 93.

Sandra K. Jones  
 Notary Public

AFFIX SEAL  
My commission expires: 11-19-94

10/21/1993-32719  
 11:19 AM CERTIFIED

This instrument prepared by: AmSouth Bank N.A./Home Equity Dept./Kari Rice  
 Name: P.O. Box 11007/Birmingham, AL 35288  
 Address: \_\_\_\_\_

001 MCB 31.00  
 SHELBY COUNTY JUDGE OF PROBATE