



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

Inst # 1994-16940

This Amendment (the "Amendment") is made and entered into on May 23, 1994, by and between George R. Burton, Sr. and wife, Mary Nell Burton (hereinafter called the "Mortgagor", whether one or more) and First National Bank of Columbiana, a national banking association (hereinafter called the "Mortgagee").

**1. Home Equity Line of Credit Agreement**

Mortgagor has previously entered into an Agreement entitled "Home Equity Line of Credit Agreement", executed by the Mortgagor in favor of the Mortgagee dated April 16, 1993 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit available to a maximum principal amount at any one time outstanding not exceeding the sum of Twenty Thousand and no/100----- Dollars (\$ 20,000.00-----) (the "Credit Limit"). The Mortgagor has requested that the Mortgagee increase the Credit Limit to Thirty Thousand and no/100----- Dollars (\$ 30,000.00-----) (the "Amended Credit Limit").

**2. Adjustable Rate Line of Credit Mortgage**

The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in Instrument #1993-11043 at page \_\_\_\_\_, in the Probate Office of Shelby County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgagee to the Mortgagor under the Credit Agreement, or any extension or renewal thereof, up to the Credit Limit. The Mortgagee has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into an Amendment to Home Equity Line of Credit Agreement and execute this Amendment to Adjustable Rate Line of Credit Mortgage.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances to be 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:

A. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of Thirty Thousand and no/100----- Dollars (\$ 30,000.00-----).

B. In addition to the other indebtedness 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 Mortgagor 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 and no/100----- Dollars (\$ 30,000.00-----).

C. Other \_\_\_\_\_

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

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

George R. Burton, Sr. (Seal)  
Mary Nell Burton (Seal)  
Mary Nell Burton (Seal)  
(Seal)

First National Bank of Columbiana

By William R. Justice  
William R. Justice  
Its In House Counsel

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 George R. Burton, Sr. and wife, Mary Nell Burton, 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 23rd day of May, 1994.

Judy L. Davis  
Notary Public

My Commission Expires: 7/3/94

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William R. Justice, whose name as In House Counsel of First National Bank of Columbiana, 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 23rd day of May, 1994.

Quice K. Zenger  
Notary Public

My Commission Expires: 10-3-94

This instrument prepared by:

Name: First National Bank of Columbiana  
Real Estate Department

Address: P. O. Box 977

Columbiana, Al 35051

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