

J 81225

# Amendment to Adjustable-Rate Line of Credit Mortgage

This Amendment (the "Amendment") is made and entered into on JULY 20, 19 94, by and between JACK D. PATTON AND WIFE, JULIAETTE S. PATTON (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 APRIL 4, 19 87 (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 TEN THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 10,000.00 ) (the "Credit Limit").

B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in BK 129 at page 166, 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 FIFTEEN THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 15,000.00 ) (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 FIFTEEN THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 15,000.00 ).
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 FIFTEEN THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 15,000.00 ).

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.

Jack D. Patton (Seal)  
JACK D. PATTON  
Juliaette S. Patton (Seal)  
JULIAETTE S. PATTON  
Inst # 1994-24067

References herein to AmSouth Bank N.A. shall be deemed to refer to AmSouth Bank of Alabama.

BY 08/02/1994-24067  
Its 09:41 AM CERTIFIED

ACKNOWLEDGMENT FOR INDIVIDUALS  
SHELBY COUNTY JUDGE OF PROBATE  
001 HCD 16.00

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JACK D. PATTON AND WIFE, JULIAETTE S. PATTON 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 20th day of JULY, 19 94.

William C. Brown  
Notary Public

AFFIX SEAL  
My commission expires: MY COMMISSION EXPIRES JANUARY 6, 1997

## ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA  
\_\_\_\_\_ COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

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

This instrument prepared by:  
Name: JOLEE MCCLAIN, AMSOUTH BANK OF ALABAMA, HOME EQUITY, PO BOX 11007, BIRMINGHAM, AL 35288  
Address: \_\_\_\_\_