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Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on September 21, 1994, by and between Betty C. Grady, an unmarried woman (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee"). SUM

- A. Betty C. Grady (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 27, 19 90(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 Fifteen Thousand and 00/100 Dollars (\$ 15,000,00) (the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded i 291 at page 53, in the Probate Office of Shelby, County, Alabama. The Mortgage secures (among other things) all advances make by on 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 Thirty Thousand and 00/100 Dollars (\$ 30,000.00) (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 Thirty Thousand and 00/100 Dollars (\$30,000.00).
- 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 Thirty Thousand and 00/100 Dollars (\$_30,000.00).

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 M | ortgagee | have e | executed thi | is instrument as | of the date first written |
|---|-------|----------|--------|--------------|------------------|---------------------------|
| above. | n | | Λ | \bigcirc | | |

(Şeal) (Seal) AMSOUTH BANK OF ALABAMA

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 Betty C. Grady, an unmarried woman, whose name(s) is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that informed of the contents of said amendment, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this day 21st of September, 1994.

Notary Public AFFIX SEAL NOTARY PUBLIC STATE OF ALABAMA AT LARCE. 10/03/1994-29994 My commission expires: COMMISSION EXPIRES: July 25, 09:52 AM CERTIFIED ACKNOWLEDGMENT FOR NATIONAL BANK I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that HCD ama, is signed to the foregoing amendment and who is not a signed to the signed to the foregoing amendment and who is not a signed to the s STATE OF ALABAMA Shelby COUNTY

of AmSouth Bank of Alabama, is signed to the foregoing amendment, and who is know 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 21st day of September, 1994.

Notary Public

AFFIX SEAL My commission expires:

This instrument prepared by:

Jolee McLain PO Box 11007

Birmingham, AL 35288

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inst # 1994-2