## Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on September 26, 1994, by and between John A. Lockhart and wife. Judy K. Lockhart (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

A. John A. Lockhart and Judy K. Lockhart (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 March 10, 19 94(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 <u>Twenty Thousand and 00/100</u> Dollars (\$ 20.000,00) (the "Credit Limit").

- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1994 at page 10091, in the Probate Office of Shelby, County, Alabama. The Mortgage secures (among other things) all advances make 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 Five Thousand and 00/100 Dollars (\$ 45,000.00) (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 Five Thousand and 00/100 Dollars (\$45,000,00).
- 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 Five Thousand and 00/100 Dollars (\$45.000.00).

ne shall remain in full force and effect in accordance with its terms.

	Except as specifically amended hereby, the Mo				
	IN WITNESS WHEREOF, The undersigned Mo	rtgagor and Mortgagee have	executed this instrument a	is of the date first v	writter
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		Judy D.	Lockhaus TH BANK OF ALABAMA	(Seal)	
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STATE OF ALABAMA Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John A. Lockhart and wife. Judy K. Lockhart, whose name(s) are signed to the foregoing amendment, and who are known to me, acknowledged before me on this day that 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 day 26th of September, 1994

Kaun Nicon M. Buton AFFIX SEAL My commission expires:

ACKNOWLEDGMENT FOR NATIONAL BANK

STATE OF ALABAMA Shalby COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that 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 26th day of September, 1994.

AFFIX SEAL My commission expires:

This instrument prepared by: Jolee McLain PO Box 11007

Birmingham, AL 35288

10/07/1994-30573 08:39 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 46.00

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