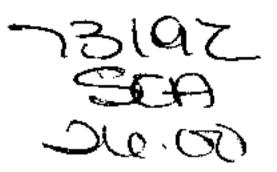
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Amendment to Adjustable-Rate Line of Credit Mortgage



This amendment (the "Amendment") is made and entered into on <u>November 22, 1995</u>, by and between <u>CHARLES W. GARRETT AND WIFE</u>
<u>VIOLET M. GARRETT</u> (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

- A <u>Charles W. Garrett and Violet M. Garrett</u> (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 <u>November 23, 1993</u>(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>FIFTY THOUSAND AND 00/100</u> Dollars (\$ 50000.00) (the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1993 at page 38992, 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 SIXTY THOUSAND AND 00/100 Dollars (\$ 60000.00) (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 SIXTY THOUSAND AND 00/100 Dollars (\$ 60000.00).
- 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 <u>SIXTY THOUSAND AND 00/100</u> Dollars (\$ 60000.00).

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.

Charles W. Garrett

Lout M. Land (Seal)

Violet M. Garrett

AMSOUTH BANK OF ALABAMA

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Inst # 1995-35856

12/14/1995-35856 11:09 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 MCD 26.00

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

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whose name(s) is(are) signed to	the foregoing amendment she/they executed the sq n	nt, and who is(are) known to me, acknowled me voluntarily on the day the same bears da	hat <u>Charles W. Garrett</u> and <u>Violet M. Garrett</u> , dged before me on this day that informed of the ate.
	C-f-	-6/1//	
AFFIX SEAL My commission expires:	Notary Public		
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	ACK	KNOWLEDGMENT FOR BANK	() () () () () () () () () ()
STATE OF ALABAMA JEFFERSON COUNTY			
whose name as	on this day that, being info he act of said banking asso	ormed of the contents of said amendment, he ociation.	ed to the foregoing amendment, and who is know e, as such officer and with full authority, executed
•		•	
AEEIV CEAL	Notary Public		
AFFIX SEAL My commission expires:	<u>,</u>		
This instrument prepared by: Ann Toner AmSouth Bank PO Box 830721 Birmingham, AL 35283-0721			

inst # 1995-35856

12/14/1995-35856 11:09 AM CERTIFIED 11:09 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 26.00