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Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into an <u>December 06, 1995</u>, by and between <u>RICHARD RAI 'ENAU AND WIFE, BETTY</u>

M. RABENAU (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagos").

- A. <u>Richard Rabenau and Betty M. Rabenau</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>Decs inber 26, 1991</u>(the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit pursuant to which the Borrower may borrow a id 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>ONE HUNDRED</u> THOUSAND AND NO 199's Dollars (\$ 199,009,00) (the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgages an Adjustable-Rate Line of Credit Mortgage (the "Mortgage:") recorded in 379 at page 439, in the Probate Office of Shelby, County, Alabama. The Mortgage secures (among other things) all advances made by the Mortgages to the Borrower under the Credit Agreement, or any extension of 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 Mortgages Increase the Credit Limit to ONE_HUNDRED, THIRTY THOUSAND AND NO 100'S Dollars (\$ 130000.00) (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 QNE HUNDRED. THI try THOUSAND AND NO 100'S Dollars (\$_130000.00).
- 2. In addition to the other "Debt" described in the Mortgage, the Mortgage shall secure the payment of all advances he etofore 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>ONE HUNDRED. THIRTY THOUSAND AND NO 1(2'S</u> Dollars (\$ 130060.00).

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 fir: I written above.

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Botto M. Kahena (Scal)

Betty M. Rabehau

Richard Rebensu

AMSOUTH BANK OF ALABAMA

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ACKNOWLEDGMENT FOR INDIVIDUAL(S)

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Richard Rabenau and Betty M. Rabenau. whose name(s) is(are) signed to the foregoing amendment, and who is(are) known to me, acknowledged before me on this day that informed of the contents of said amendment, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this Octhybay of December. 1995 MY COMMISSION EXPIRES JANUARY 6, 1997 AFFIX SEAL My commission expires: __

ACKNOWLEDGMENT FOR BANK

STATE OF ALABAMA JEFFERSON 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 a nendment, 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 06th day of December, 1996.

Notary Public	
AFFIX SEAL My commission expires:	

This instrument prepared by: Jennifer C. Moore AmSouth Bank PO Box 830721 Birmingham, AL 35283-0721

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