

## Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on December 06, 1995, by and between DUANE L. KLOEWER AND WIFE, LINDA A. KLOEWER (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

A. DUANE L. KLOEWER and LINDA A. KLOEWER (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 21, 1994 (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 TWENTY THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 20000.00) (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 10649, 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 TWENTY FIVE THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 25000.00) (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 TWENTY FIVE THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 25000.00).

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 TWENTY FIVE THOUSAND AND 00/100\*\*\*\*\* Dollars (\$ 25000.00).

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.

Duane L. Kloewer (Seal)  
DUANE L. KLOEWER

Linda A. Kloewer (Seal)  
LINDA A. KLOEWER

AMSOUTH BANK OF ALABAMA

BY Dannie W. Hoke

Its Vice President

Inst # 1996-10096  
03/27/1996-10096  
03:31 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SMA  
18.50

STATE OF ALABAMA  
SHELBY COUNTY

Given under my hand and official seal this 06th day of December, 1995.

Edith M. Hull  
Notary Public

My commission expires MY COMMISSION EXPIRES MARCH 5, 1996

Given under my hand and official seal this 06th day of December, 1995.

Official seal this 60th day of December, 1999.

[Signature]

Notary Public

69-98

**My commission expires:**

1996-10096  
1996-10096  
#  
03/27/1996  
PM  
CERTIFIED  
03:31  
SHELBY COUNTY JUDGE OF PROBATE  
18:50  
002 SNA