## BIRMINGHAM, AL 35283 of Credit Mortgage

15877

This amendment (the "Amendment") is made and entered into on <u>July 31, 1996</u>, by and between <u>TOMMY M. ROBINSON AND WIFE, SUE</u> <u>ELLEN ROBINSON</u> (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

- A. TOMMY M. ROBINSON and SUE ELLEN ROBINSON (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 30, 1987(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 FORTY ONE THOUSAND FIVE HUNDRED AND NO/100'S Dollars (\$ 41500.00) (the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 124 at page 639, 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 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 <u>FORTY SIX THOUSAND FIVE HUNDRED</u> <u>AND NO/100'S</u> Dollars (\$ 46500.00) (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 SIX THOUSAND FIVE HUNDRED AND NO/100'S Dollars (\$\_46500.00).
- 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>FORTY SIX THOUSAND FIVE HUNDRED AND NO/100'S</u> Dollars (\$ 46500.00).

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.

SUE ELLEN ROBINSON

TOMMY M. ROBINSON

AMSOUTH BANK OF ALABAMA

BY \_\_\_\_\_

Inst # 1996-33145

10/04/1996-33145
02:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 18.50

## 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 <u>TOMMY M. ROBINSON and SUE ELLEN ROBINSON</u>, 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 31st day of July, 1996.

Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE.

AFFIX SEAL MY COMMISSION EXPIRES: Aug, 1, 1999.

My commission expires: **bonded thru notary public underwriters.** 

STATE OF ALABAMA
JEFFERSON COUNTY

**ACKNOWLEDGMENT FOR BANK** 

the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 31st day of July, 1996.

Notary Public

AFFIX SEAL

My commission expires:

My Commission Expires Julie 7, 1999

This instrument prepared by:
Dana Cato
AmSouth Bank
PO Box 830721
Birmingham, AL 35283-0721

Inst \* 1996-33145

10/04/1996-33145
02:19 FM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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