Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on <u>August 08, 1996</u>, by and between <u>DWIGHT L. PATTERSON AND WIFE LAURA ANN MCDUFFEY PATTERSON</u> (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in <u>337</u> at page <u>237</u>, in the Probate Office of <u>SHELBY</u>, 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.
- 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:

- 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 **TWO HUNDRED THOUSAND AND 00/100*********** Dollars (\$ 200000.00).

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.

WIGHT L. PATTERSON

(Seal)

AMSOUTH BANK OF ALABAMA

inst # 1996-356\$9

10/28/1996-35659
11:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
273.50

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>DWIGHT L. PATTERSON</u> and <u>LAURA ANN MCDUFFEY PATTERSON</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 8th day of August, 1996.

Notary Public

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 _______, whose name as _______ 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 8th day of August, 1996.

Notary Public

AFFIX SEAL

My commission expires:

Notary Public, Alabama, State of Length My Commission From June 7

This instrument prepared by:

Ann Toner AmSouth Bank PO Box 830721

Birmingham, AL 35283-0721

Inst # 1996-35659

10/28/1996-35659

11:10 AM CERTIFIED

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