

AMENDMENT TO EQUITY ASSETLINE AGREEMENT

Borrower's Name Glynn Shane West		Social Security Number [REDACTED]
Co-Borrower's Name Jenny C. West (a/k/a Jenny Christopher West)		Social Security Number [REDACTED]
Date of Amendment 11-22-96	Equity AssetLine Account Number 888-170057	
Date of Equity AssetLine Agreement August 2, 1994	Amount of Original Line of Credit \$109,000.00	Date of Any Prior Amendment(s)

Your Amendment. In this Amendment, *we, us and our* mean the bank named above. *You and your* mean each and every person who signs this Amendment as Borrower or Co-Borrower. Your *Agreement* means the Equity AssetLine Agreement between you and us establishing a Line of Credit against which you may request Advances and all amendments to the Agreement. All capitalized terms not defined in this Amendment shall have the same definitions as in your Agreement. In accordance with your request, your Agreement is being amended as set forth in this Amendment. In addition to all other terms of this Amendment, your Agreement is being amended as follows (check applicable box(es)):

- ☐ Increase in Line of Credit. The amount of your Line of Credit has been increased to \$_____. The increase in your Line of Credit will become effective after the expiration of any applicable rescission period granted by law, unless you decide to cancel the increase within that period.
- ☒ Decrease in Line of Credit. The amount of your Line of Credit has been reduced to \$~~109,000.00~~ **54,250.00** *see below*
- ☐ Change in Margin. Your ANNUAL PERCENTAGE RATE will be changed to the Index Rate _____ plus _____ minus a margin of _____ percentage points, not to exceed _____ % per year, which is the maximum ANNUAL PERCENTAGE RATE you can be charged during the term of this Agreement. As of the Date of Amendment, your initial monthly "periodic rate" is _____ % per month and your corresponding ANNUAL PERCENTAGE RATE is _____ %. Both are subject to change monthly. Your ANNUAL PERCENTAGE RATE does not include costs other than interest.
- ☐ Discounted Annual Percentage Rate. Your ANNUAL PERCENTAGE RATE is "discounted" for a _____ month period following the Date of Amendment set forth above (the "Discount Period"). During the Discount Period, your ANNUAL PERCENTAGE RATE is not based on the Index Rate and margin used for later rate adjustments. Instead, during the Discount Period, your ANNUAL PERCENTAGE RATE corresponding to the monthly "periodic rate" is equal to the Index Rate less a discount of _____ percentage points. As of the Date of Amendment, your initial monthly "periodic rate" is _____ % per month and your corresponding ANNUAL PERCENTAGE RATE is _____ %. Upon expiration of the Discount Period, your ANNUAL PERCENTAGE RATE corresponding to the monthly "periodic rate" will be equal to the Index Rate plus a margin of _____ percentage points. If your ANNUAL PERCENTAGE RATE during the Discount Period had been based on the Index Rate and margin, your initial monthly "periodic rate" would be _____ % per month and your corresponding ANNUAL PERCENTAGE RATE would be _____ %. Your "periodic rate" and ANNUAL PERCENTAGE RATE are subject to change monthly. Your ANNUAL PERCENTAGE RATE does not include costs other than interest. The maximum ANNUAL PERCENTAGE RATE you can be charged during the term of this Agreement is _____ %.
- ☐ Extension of Expiration Date. The expiration date for your Line of Credit has been extended to _____
- ☐ Other: _____

Security. References to a mortgage in your Agreement include your Equity AssetLine Mortgage, and all amendments to your Equity AssetLine Mortgage (collectively, your "Mortgage"). Your obligations under your Agreement, including this Amendment, are secured by your Mortgage.

Additional Finance Charge. If your Line of Credit has been increased, you agree to pay a FINANCE CHARGE of \$_____, which is _____ % of the increase. This FINANCE CHARGE is our fee for increasing your Line of Credit and amending your Agreement.

Other Charges. You are paying the following other charges in connection with this Amendment, unless otherwise indicated:

- | | |
|---|--|
| • Fee of _____ for title insurance, paid to _____ | • Fee of 11.00 for mortgage tax and recording charge, paid to Judge of Probate Shelby County |
| • Fee of _____ for appraisal, paid to _____ | • Fee of 16.50 for Flood Cert. , paid to First American Flood Data Services |
| • Fee of _____ for attorney's services, paid to _____ | • Fee of _____ for _____, paid to _____ |

Limitation of Security Interest in Certain Property. Any Advance under your Agreement that exceeds your Line of Credit shall not be secured by your principal dwelling; however, all Advances, whether above or below your Line of Credit, shall be due and payable according to the terms of your Agreement.

Debt Not Satisfied. This Amendment does not satisfy or replace the amounts owed by you to us under your Agreement. The terms and conditions of your Agreement, including all prior disclosures, shall continue in full force and effect, except as amended by this Amendment.

Minimum Balance Requirement. If this Amendment effects a discounted ANNUAL PERCENTAGE RATE, then you agree to maintain a minimum outstanding balance for a minimum period following the Date of Amendment as set forth below:

Minimum Balance: _____ Minimum Period: _____


Unenforceable Provisions. If any provision of this Amendment is unenforceable, that will not affect the enforceability of any other provision of this Amendment or your Agreement.

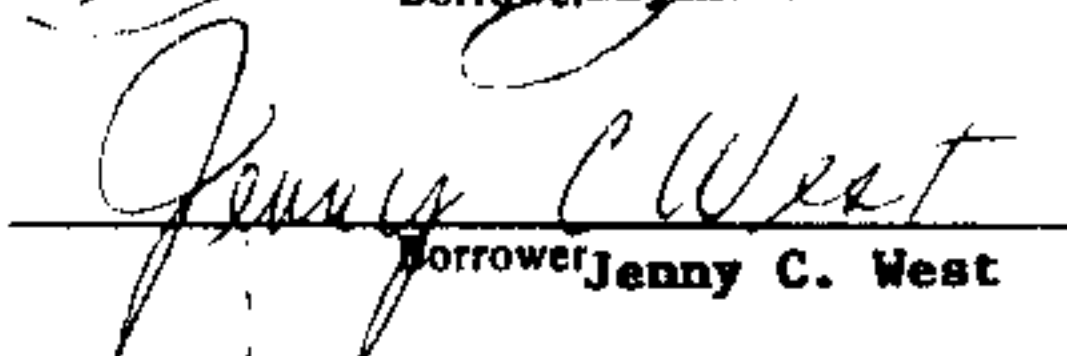
Signatures. You acknowledge that we have given you a completed copy of this Amendment. By signing this Amendment under seal, you acknowledge you have read and understand and agree to be bound by all the terms of this Amendment and your Agreement.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Inst # 1996-41241

12/16/1996-41241
12:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50


Borrower **Glynn Shane West** (SEAL)


Borrower **Jenny C. West** (SEAL)