T40160

CH BANK
ROM-4

30721 Amendment to Adjustable-Rate Line of Credit Mortgage

10 29 N.R

This amendment (the "Amendment") is made and entered into on **November 27, 1996**, by and between **ROBERT L. ROBERTSON AND WIFE**, NAN ROBERTSON (hereinafter called the "Mortgager," whether one or more) and AmSouth Bank of Alabama, (hereinafter called the "Mortgagee").

- A. Robert L. Robertson and Nan Robertson (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 February 1, 1995(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 FIFTEEN THOUSAND AND NO/100'S Dollars (\$ 15000.00) (the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1995 at page 2844, 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>THIRTY-TWO THOUSAND AND NO/100'S</u> Dollars (\$ 32000.00) (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 <u>THIRTY-TWO THOUSAND AND NO/100'S</u> Dollars (\$ 32000.00).
- 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>THIRTY-TWO THOUSAND AND NO/100'S</u> Dollars (\$ 32000,00).

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.

Robert L Robertson

(Seal)

Kobelt F Kobeltson

_(Seal)

Nan Robertson

AMSOUTH BANK OF ALABAMA

BY.

lts

Inst # 1997-00172

01/02/1997-00172 03:58 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 HCD 36.50

ALMTGINC.SAM (Rev. April 24, 1995) - 1

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 Robert L Robertson and Nan Robertson, 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 27th day of November, 1996.

Notary Public

AFFIX SEAL

My commission expires:

ACKNOWLEDGMENT FOR BANK

STATE	OF A	LABA	AMA
IFFEEI	ROSS	COL	INTY

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 27th day of November/1996

Notary Public,

AFFIX SEAL

My commission expires:

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

Inst # 1997-00172

01/02/1997-00172
03:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
ODE MCD 36.50