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Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on June 23, 1997, by and between <u>BALLIE L. STEARNS BALLIGER FACE A STEARNS AND HUSBAND CURTIS BALLENGER</u> (hereinafter called the "Mortgagee").

- A. Salile L. Steams Ballenger and Curtis Ballenger (hereinafter called the "Borrower," whether one or more) has/have entered into a Agreement entitled "AmSouth Equity Line of Credit Agreement," executed by the Borrower in favor of the Mortgagee dated April 5, december Agreement"). The Credit Agreement provides for an open-end line of credit pursuant to which the Borrower may borrow and repay amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the sum of THIRTEEN THOUSED DOLLARS AND 00/100 Dollars (\$13,000.00) (the "Credit Limit").
- B. The Mortgagor has executed in favor of the Mortgagee an Adjustable-Rate Line of Credit Mortgage (the "Mortgage") recorded in 1996 at pace of 11119, 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 Mortgages increase the Credit Limit to EIGHTEEN THOUSAND DOLLARS AND 20/100 Dollars (\$ 18000.00) (the "Amended Credit Limit").
- D. The Mortgages has required, as a condition to approving the request for the Amended Credit Limit, that the Mortgagor enter into the Amendment.

NOW, THEREFORE, in consideration of the premises, and in further consideration of any advances made by the Mortgages in access of the original Credit Limit described in the Mortgage, the Mortgager and the Mortgages agree that the Mortgage is, effective as of the data of the Amendment, hereby amended as follows:

- 1. The term "Credit Limit" as used in the Mortgage shall mean the Amended Credit Limit of <u>EIGHTEEN THOUSAND DOLLARS. AND 2000.00</u>
- 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 Mortgages 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 EIGHTEEN THOUSAND DOLLARS AND COMOD Dollars (\$ 18000.00)

Except as specifically emended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, The undersigned Mortgagor and Mortgages have executed this instrument as of the date first written above

Sallie L. Steems Ballenger

Curtis Ballenger

AMSOUTH BANK OF ALABAMA

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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 Saille L. Steams Ballenger and it is Ballenger <SECONDARY SUFFIX> 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 23rd day of June, 1997. AFFIX SEAL My commission expires: MY COMMISSION EXPIRES MARCH 22, 2000 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 HSST VICE THES of AmSouth Bank of Alabama, is signed to the foregoing amendment, and who is the to me, acknowledged before me on this day that, being informed of the contents of said emendment, he, as such officer and with full authority. SXE the same voluntarily for and as the act of said banking association. Given under my hand and official soal this 23rd day of June, 1997. Notary Public AFFIX SEAL MY COMMISSION EXPIRES MARCH 22, 2000 My commission expires: This instrument prepared by:

This Instrument prepared by: MICHELLE FAULKNER
AmSouth Bank
PD Box 830721
Birmingham, AL 35283-0721

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