Amendment to Adjustable-Rate Line of Credit Mortgage

This amendment (the "Amendment") is made and entered into on <u>June 12, 1998</u>, by and between <u>JOSEPH A. RAY AND WIFE RONDA JARVIS RAY A/K/A RONDA J. JARVIS</u> (hereinafter called the "Mortgager," whether one or more) and Amsouth Bank, (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 1997** at page 10532*, 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 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:

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

JOSEP)

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

_(Seal)

TO LADVICE DAY

(Seal)

AMSOUTH BANK

_

Its _

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SHELBY COUNTY JUDGE OF PROBATE

902 HEL 37.50

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 JOSEPH A. RAY, RONDAJO JARVIS RAY 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 12th day of June, 1998.

Notary Public

AFFIX SEAL

My commission expires:

STATE AT LARGE, ALABAMA MY COMMISSION EXP. AUGUST 14, 1999

ACKNOWLEDGMENT FOR BANK

STATE OF ALABAMA

| SHELBY COUNTY | | | | | 40 |
|---------------------------------|--------------------------------|----------------------------|------------------------------|------------------------------|----------------|
| I, the undersigned author | ity, a Notary Public in and t | or said County in said S | state, hereby certify that _ | Terri O'mu | <i></i> |
| whose name as | oppion | of Amsouth Bank, | is signed to the foregoing | , amendment, and who is | s know to me |
| acknowledged before me on th | nis day that, being informed | of the contents of said an | nendment, he, as such offi | cer and with full authority, | , executed the |
| same voluntarily for and as the | act of said banking associat | on. | | | |
| Given under my hand and | official seal this 12th day of | June, <u>1998</u> . 🏄 📉 🐧 | | | |
| *! > | andrea | Xodha | 4 | | |
| | Notary ₽ublic | | | | |
| AFFIX SEAL | MY COMMISSION | EXPIRES JULY 23, 2001 | | | |
| My commission expires: | | | | | |
| | | | | | |

This instrument prepared by: Dorothy G. Williams AmSouth Bank PO Box 830721 Birmingham, AL 35283-0721

Inst # 1998-27111

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