

AMENDMENT TO REAL ESTATE MORTGAGE  
AND SECURITY AGREEMENT

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas, Dwight K Poole and wife Shirley S Poole executed a mortgage to First American Bank, An Alabama Banking Corporation Having Its Principal Place of Business in Decatur, Alabama, on May 13, 1997 for \$15,000.00 such mortgage being recorded as Inst# 1997-15984 in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, the said Dwight K Poole and Shirley S Poole have received additional consideration from said First American Bank up to \$26,000.00 and have executed a note reflecting receipt of such additional consideration; and,

WHEREAS, the said mortgage referred to herein above is due to be amended to reflect that it secures a note of \$26,000.00, together with interest thereon, and the undersigned mortgagors wish to amend the above referred mortgage to change the amount of the same from \$15,000.00 to \$26,000.00.

NOW THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness, and renewal or extensions thereof and interest thereon, and all other indebtedness, including future advances now or hereafter owed by any of the above named mortgagors, the undersigned do hereby amend the said above referred to mortgage to reflect the fact that they are justly indebted to First American Bank in the sum of TWENTY SIX THOUSAND AND 00/100 DOLLARS, together with interest thereon, as evidenced by a promissory note dated July 30, 1998. All other provisions of said above referred to mortgage, insofar as they are not inconsistent with this amendment, are hereby reaffirmed by mortgagors and they remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30th day of July 1998.

  
DWIGHT K POOLE

  
SHIRLEY S POOLE

STATE OF ALABAMA  
MORGAN COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dwight K Poole and Shirley S Poole, whose names are signed to the foregoing amendment to real estate mortgage and security agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the amendment to real estate mortgage and security agreement, they executed the same voluntarily on the day the same bears date.

GIVEN, under my hand and the official seal of my office this 30th day of July, 1998

  
Notary Public

My Commission Expires:

08/13/1998

08/13/1998-31298  
11:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 27.50

Inst # 1998-31298

DWIGHT K POOLE  
SHIRLEY S POOLE  
3722 MONTEVALLO RD  
DECATUR AL 35603-2208

**Borrower's Name and Address**  
"You" means each borrower above, jointly and severally.

 **FIRST AMERICAN BANK**  
1715 Beltline Rd SW  
Decatur, Alabama 35601

**Lender's Name and Address**  
"We" or "us" means the lender named above.

No. _____	Initial Advance \$ _____	Maturity Date <u>July 20, 2013</u>
Date <u>July 30, 1998</u>	Minimum Advance \$ <u>100.00</u>	Billing Cycle: Ends <u>10th</u>
Trans. Acct. # <u>671000302</u>	Minimum Balance \$ _____	of every <u>month</u>
Line of Credit \$ <u>26000.00</u>	Draw Period _____	Payment Date <u>20th day</u>
Triggering Balance \$ _____	Repayment Period _____	of every <u>month</u>

#### EQUITY LINE OF CREDIT

**GENERALLY:** This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**REQUESTING A LOAN:** You request a loan under this plan whenever you:

- ♦ write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.
- ♦ request in person or by phone that you be advanced directly an amount at least as large as the minimum advance listed above.

**HOW THE LOAN IS ADVANCED:** When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**HOW FINANCE CHARGES ARE COMPUTED:** Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "principal balance" of your loan account each day.

To figure the "principal balance" for each day, we first take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. The final figure is the "principal balance."

The daily periodic rate of **FINANCE CHARGE** is .023288 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 8.500 %. The annual percentage rate includes interest and not other costs.

The periodic rate and corresponding annual percentage rate described above are the initial rates assessed under this plan, and are not based on the relationship used for later rate adjustments. Had these rates been based on that relationship, the daily periodic rate of

**FINANCE CHARGE** would have been n/a % which corresponds to an **ANNUAL PERCENTAGE RATE** of n/a %.

The initial rate will be in effect until \_\_\_\_\_. At that time the rates will be subject to further adjustments and limitations, and produce the effects described below.

**VARIABLE RATE:** The annual percentage rate may change, and will

be .000% PLUS the following "base rate": the highest base rate at large U.S. money center commercial banks that The Wall Street Journal publishes as the prime rate. The annual percentage rate may increase if this "base rate" increases. An increase will take effect immediately.

An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a day. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 17.000 %, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 6.000 %.

**MINIMUM CHARGE:** If, during a billing cycle, you have any outstanding principal balance at all and if the finance charge computed above is less than \$.50, you will be charged a minimum **FINANCE CHARGE** of \$.50 for that billing cycle.

**HOW YOU REPAY YOUR LOANS:** On or before each payment date, you agree to make a minimum payment to reduce your debt. The minimum payment amount is 1.50 % of your loan account balance on the last day of the billing cycle.

☐ **FINAL PAYMENT:** On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments will not repay the principal that is outstanding on your line. You will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

☒ **FINAL PAYMENT:** On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

