

STATE OF ALABAMA  
COUNTY OF SHELBY

20050519000242810 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
05/19/2005 10:25:05AM FILED/CERT

**MORTGAGE AND CREDIT AGREEMENT  
MODIFICATION AGREEMENT**

Whereas, **Judy C. Robertson, a single person** ("Borrowers") and the **MUTUAL SAVINGS CREDIT UNION** ("Credit Union") are the parties to that certain Interest Only Adjustable Rate Line of Credit Agreement ("Credit Agreement") between the parties, dated March 10, 2005, and secured by a mortgage recorded on March 18, 2005 in the Judge of Probate's Office for SHELBY County, Alabama in **Instrument 20050318000124650** on the following described property:

Part of the SE ¼ of the SW ¼ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said ¼ - ¼ Section, run in an Easterly direction along the South line of said ¼ - ¼ Section for a distance of 77.98 feet; thence turn to an angle to the left 75 degrees 33 minutes 30 seconds and run in a Northeasterly direction along the east line of Lots 14,15,16,17, and 18, Block 3, Resurvey Georges Subdivision of Keystone Sector 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4, Page 33, for a distance of 345.0 feet, to the point of beginning; thence continue along last described course for a distance of 115.0 feet; thence turn an angle to the right of 87 degrees 45 minutes 30 seconds and run in an Easterly direction for a distance of 464.73 feet, more or less, to a point on the Northwest right of way line of Hickory Hills Drive; thence turn an angle to the right and run in a Southwesterly direction along said Northwest right of way line for a distance of 100.0 feet; thence turn an angle to the right and run in a Westerly direction for a distance of 430.78 feet, more or less, to the point of beginning.

Whereas, the Credit Agreement allowed for a maximum loan amount/credit limit of \$15,000.00;

And whereas, the parties are desirous of amending and increasing the maximum loan amount/credit limit to \$25,000.00;

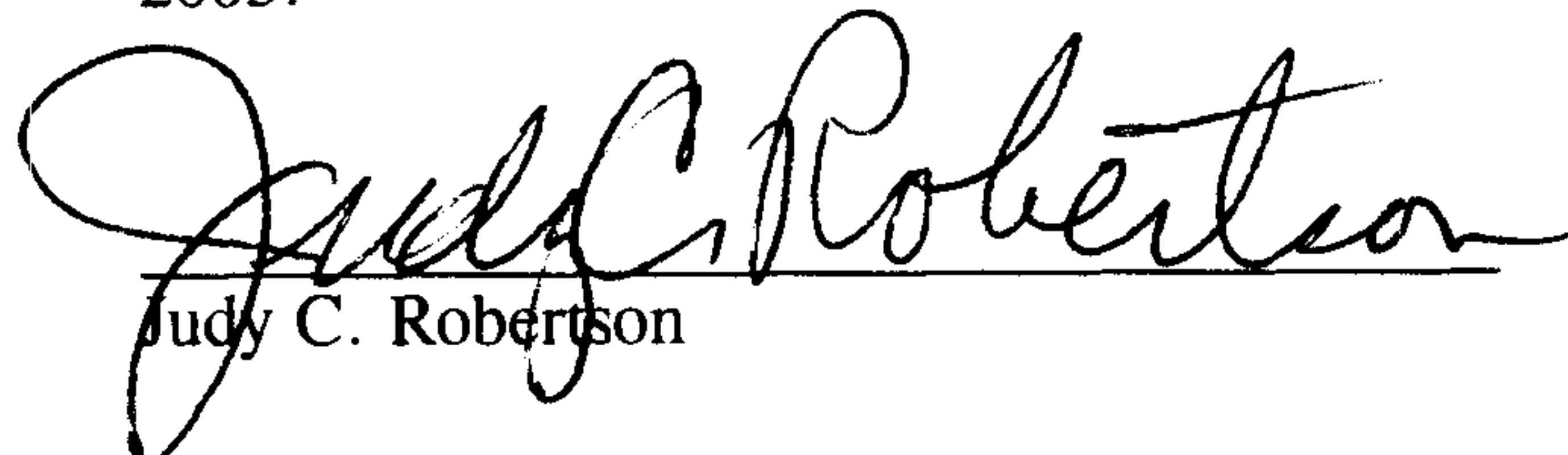
Now, therefore, for the mutual benefits to be derived thereby and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the undersigned borrower(s) and the **MUTUAL SAVINGS CREDIT UNION** do hereby agree to amend the Credit Agreement dated March 10, 2005 to increase the CREDIT LIMIT to Twenty Five Thousand and no/100 (\$25,000.00) Dollars.

AND FURTHER, agree to amend the Mortgage to read as follows:


A. The Secured Line of Credit. The Mortgagor is now or may become justly indebted to the Mortgagee in the maximum principal amount of **\$25,000.00**. This indebtedness is evidenced by a certain open-end line of credit established by the Mortgagee for the Mortgagor pursuant to an Adjustable Rate Line of Credit Agreement of even date herewith, (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan 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 Credit Limit.

All other terms and conditions of said Credit Agreement and Mortgage shall remain in full force and effect.

In witness whereof, the undersigned have placed their hands and seals on this 17 day of May, 2005.

  
Judy C. Robertson

MUTUAL SAVINGS CREDIT UNION

By:   
ASST VICE PRESIDENT OF REAL ESTATE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Judy C.

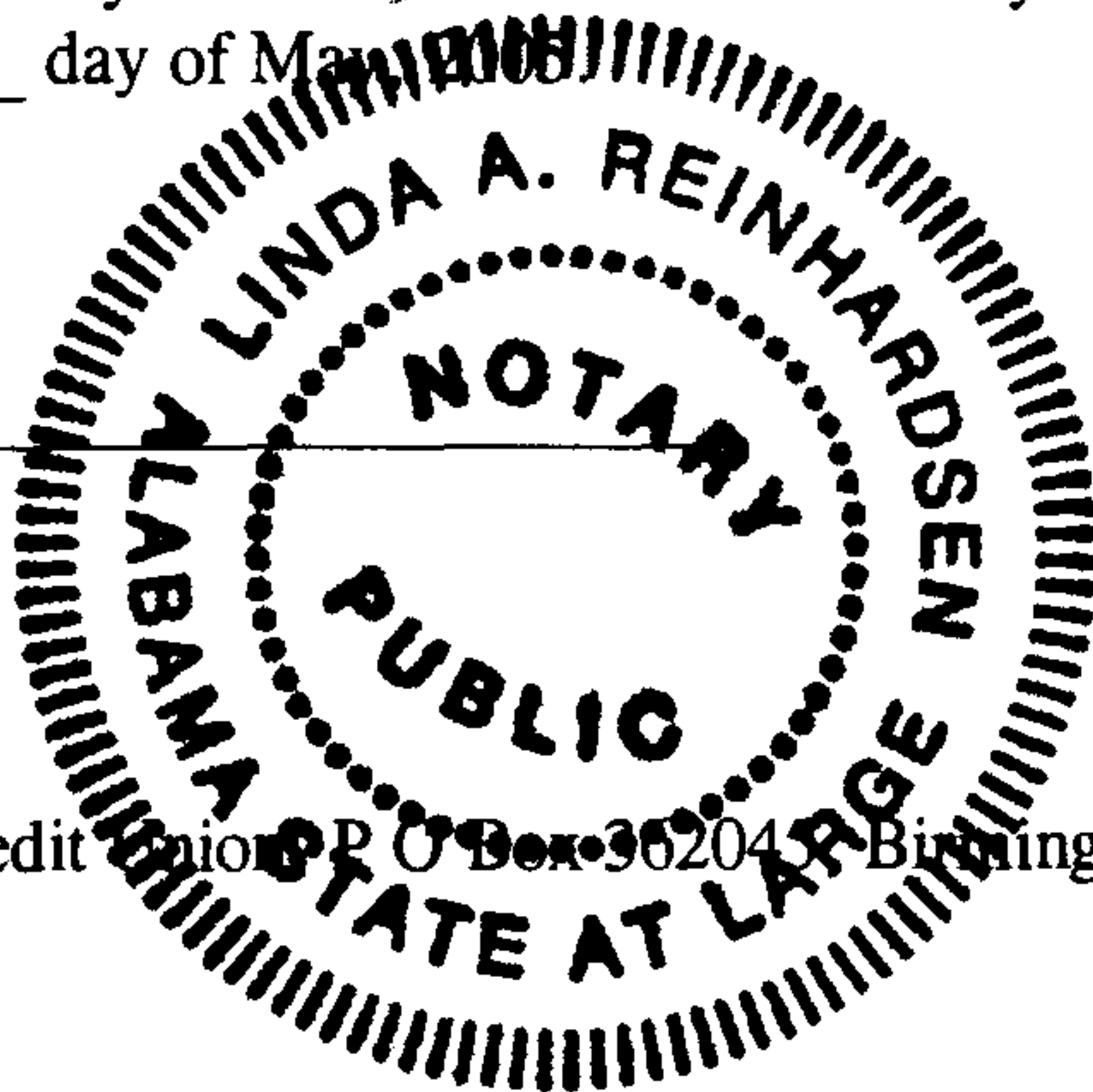
Robertson, and \_\_\_\_\_, the duly authorized representative of Mutual Savings Credit Union, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the date the same bears date. Given under my hand and official seal this 17 day of May 2005.



Notary Public

My commission expires:

8 - 31 - 08



THIS INSTRUMENT PREPARED BY: Mutual Savings Credit Union, P.O. Box 362045, Birmingham, AL 35236

