

Loan Number: 888-091493

1239

FIRST ALABAMA BANK

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

THE MORTGAGORS:

ROGER L. BASS AND WIFE,

RENE' C. BASS

211 NORTH CARNOUSTIE

Street Address or P. O. Box

BIRMINGHAM, ALABAMA 35242

City State Zip

THE MORTGAGEE:

FIRST ALABAMA BANK

417 NORTH 20TH STREET

P.O. BOX 10247

Street Address or P. O. Box

BIRMINGHAM, ALABAMA 35202

City State Zip

STATE OF ALABAMA

COUNTY OF SHELBY

This AMENDMENT TO EQUITY ASSETLINE MORTGAGE (this "Amendment") is made between

ROGER L. BASS AND WIFE, RENE' C. BASS

(the "Mortgagors") and FIRST ALABAMA BANK, an Alabama banking corporation (the "Mortgagee"), this 10th day of February 19 92

The Mortgagors previously executed an Equity AssetLine Mortgage in favor of the Mortgagee, dated December 9, 19 91 (the "Mortgage"), securing advances made or to be made under an open-end credit agreement called the Equity AssetLine Agreement between the Mortgagors and the Mortgagee, dated December 9, 19 91 (the "Agreement"), and the Mortgage was filed in the Office of the Judge of Probate of SHELBY County, Alabama, on December 16, 1991, and recorded in Book 377, at page 814; and

The Mortgagors and the Mortgagee have executed an Amendment to Equity AssetLine Agreement, increasing the Mortgagors' line of credit (the "Line of Credit") under the Agreement from \$ 150,000.00 to \$ 200,000.00, and it is necessary to amend the Mortgage so as to secure this increase in the Line of Credit, to clarify certain provisions in the Mortgage and to make certain other changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties acknowledge, and to secure the payment of (a) all advances the Mortgagee previously or from time to time hereafter makes to the Mortgagors under the Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Line of Credit; (b) all FINANCE CHARGES payable on such advances, or any part thereof; (c) all other charges, costs and expenses the Mortgagors now or later owe to the Mortgagee under the Agreement, and any extension or renewal thereof; (d) all advances the Mortgagee makes to the Mortgagors under the terms of the Mortgage, as amended; and (e) to secure compliance with all of the stipulations contained in the Agreement, as amended, and in the Mortgage, as here amended, the Mortgagors and the Mortgagee agree as follows:

1. The Mortgage is amended to secure the payment of the increase in the Line of Credit to an aggregate unpaid principal balance of TWO HUNDRED THOUSAND AND NO/100***** Dollars \$ 200,000.00

2. The Mortgage secures only those advances the Mortgagee previously made or hereafter makes to the Mortgagors under the Agreement, as amended, and any renewals or extensions thereof, up to a maximum principal amount at any one time outstanding not exceeding the increased Line of Credit.

3. The Mortgagors shall comply and cause the real property secured by the Mortgage, as amended (the "Property"), to comply with all applicable environmental laws and will not use the Property in a manner that will result in the disposal or any other release of any substance or material as may be defined as a hazardous or toxic substance (all such substances hereafter called "Hazardous Substances") under any applicable federal, state or local environmental law, ordinance, order, rule or regulation (collectively, the "Environmental Laws") on or to the Property. The Mortgagors covenant and agree to keep or cause the Property to be kept free of any Hazardous Substances. In response to the presence of any Hazardous Substances under or about the Property, the Mortgagors shall immediately take, at the Mortgagors' sole expense, all remedial action required by any applicable Environmental Laws or any judgment, decree, settlement or compromise in respect to any claims thereunder. The Mortgagors shall immediately notify the Mortgagee in writing of the discovery of any Hazardous Substances on, under or about the Property or any claims in connection with the Property regarding Hazardous Substances or hazardous conditions arising from Hazardous Substances.

4. The Mortgagors hereby agree to defend, indemnify and hold the Mortgagee and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, liabilities, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising from or in connection with any releases or discharges of any Hazardous Substances on, in or under the Property, including without limitation remedial investigation and feasibility study costs, clean-up costs and other response costs incurred by the Mortgagee under the Environmental Laws. The obligations and liabilities of the Mortgagors under this paragraph shall survive the foreclosure of the Mortgage, as amended, or the delivery of a deed in lieu of foreclosure thereof.

5. If the Property is a condominium or a planned unit development, the Mortgagors shall comply with all of the Mortgagors' obligations under the declaration of covenants, the bylaws and the regulations governing the condominium or planned unit development.

6. The Mortgage is amended to provide that the Mortgage shall continue in full force and effect until (i) the Mortgagors shall have fully paid the indebtedness thereby secured; (ii) the Mortgagors shall have fully performed all obligations imposed on them under the Agreement, as amended; and (iii) the Mortgagee actually receives, at the address shown on the Mortgagors' monthly statement issued in connection with the Agreement, a written request to satisfy the Mortgage from the Mortgagors and all other persons who have the right to require the Mortgagee to extend advances under the Agreement.

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7. This Amendment shall bind the Mortgagors' heirs, successors and assigns, but the Mortgagors may not assign any of the Mortgagors' obligations under this Amendment or the Mortgage without the Mortgagee's written consent. All covenants and agreements of the Mortgagors in the Mortgage and this Amendment shall be joint and several. Any cosigner of the Mortgage or this Amendment who does not execute the Agreement or the Amendment to Equity AssetLine Agreement between the Mortgagors and the Mortgagee is cosigning the Mortgage, as amended, only to mortgage, bargain, sell, grant and convey that cosigner's interest in the Property to the Mortgagee under the terms of the Mortgage, as amended, and agrees that the Mortgagee and any of the Mortgagors may agree to extend, modify, forbear or make any other accommodation with regard to the Mortgage, as amended, or the Agreement without the cosigner's consent and without releasing the cosigner or modifying the Mortgage, as amended, as to that cosigner's interest in the Property.

8. If any provision of this Amendment is unenforceable, that will not affect the validity of any other provision hereof or any provision of the Mortgage.

9. This Amendment will be interpreted under and governed by the laws of Alabama.

10. The Mortgagors ratify and confirm the conveyance of the Mortgage and all the terms, covenants and conditions thereof, except as amended by this Amendment.

IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have executed this Amendment under seal on this 10th day of February 1992.

MORTGAGORS:

Roger L. Bass (SEAL)

Rene C. Bass (SEAL)

This instrument was prepared by:

MORTGAGEE:

FIRST ALABAMA BANK (SEAL)

By: Maclin F. Smith III

MACLIN F. SMITH, III

Title: EXECUTIVE VICE PRESIDENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargains, sells and conveys to the Mortgagee the interest of the undersigned in the Property for the purpose of securing the indebtedness of the Mortgagors to the Mortgagee under the Agreement, as amended.

CO-MORTGAGOR

CO-MORTGAGOR

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County, in said State, hereby certify that ROGER L. BASS AND WIFE, RENE' C. BASS, whose names ARE signed to the foregoing instrument, and who ARE known to me, acknowledged before me on this day that, being informed of the contents of the instrument, THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of February, 1992

Linda Young Hammond

My commission expires: March 24, 1993

[Notarial Seal]

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STATE OF ALABAMA
I CERTIFY THAT
INSTRUMENT WAS FILED

92 FEB 17 PM 2:25

JUDGE OF PROBATE

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name _____ signed to the foregoing instrument, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19____.

Notary Public

My commission expires: _____

[Notarial Seal]

1. Deed Tax	\$	_____
2. Mtg. Tax	\$	13.00
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	_____
6. Certified Fee	\$	1.00
Total	\$	24.00