

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

The intent of this Amendment is to decrease the amount of the existing line of credit, and the Mortgage securing same, from \$10,000.00 to \$7,000.00 effective February 7, 1992.

THE MORTGAGORS:

Chrales W. Wright

2912 Clydebank Circle

Street Address or P. O. Box

Birmingham, Alabama 35242

City State Zip

THE MORTGAGEE:

First Alabama Bank/Shelby County

P. O. Box 633

Street Address or P. O. Box

Helena, Alabama 35080

City State Zip

STATE OF ALABAMA

COUNTY OF Shelby

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

Chrales W. Wright, an unmarried man

(the "Mortgagors") and FIRST ALABAMA BANK, an Alabama banking corporation (the "Mortgagee"), this 7th day of February, 1992

The Mortgagors previously executed an Equity AssetLine Mortgage in favor of the Mortgagee, dated August 18, 1989 (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 August 18, 1989 (the "Agreement"), and the Mortgage was filed in the Office of the Judge of Probate of Shelby County, Alabama, on August 29, 1989, and recorded in 253, at page 622; and

The Mortgagors and the Mortgagee have executed an Amendment to Equity AssetLine Agreement, ~~increasing~~ decreasing the Mortgagors' line of credit (the

"Line of Credit") under the Agreement from \$ 10,000.00 to \$ 7,000.00, and it is necessary to amend the Mortgage so as to secure this ~~increase~~ decrease 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~~ decrease in the Line of Credit to an aggregate unpaid principal balance of

Seven Thousand and no/100-----Dollars \$7,000.00

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.

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 7th day of February, 19 92.

MORTGAGORS:
x Charles W. Wright (SEAL)
Charles W. Wright

(SEAL)

MORTGAGEE:
FIRST ALABAMA BANK ~~SEAL~~ Shelby County
By: Gregg Maercker
Title: Branch Manager

This instrument was prepared by:

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 Shelby

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

Charles W. Wright, an unmarried man, whose name is signed to the foregoing instrument, and who is known to me,

acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of February, 19 92.

Notary Public

Cheryl L. Hay

My commission expires: 4-17-93

[Notarial Seal]

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]

FIRST ALABAMA BANK
Shelby County

AMENDMENT TO EQUITY ASSETLINE AGREEMENT

The intent of the Amendment is to decrease the amount of the existing line of credit, and the mortgage securing same, from \$10,000.00 to \$7,000.00 effective February 7, 1992.

Borrower's Name Social Security Number

Charles W. Wright

Borrower's Name

Social Security Number

1. Deed Tax \$
2. Mtg. Tax \$
3. Recording Fee \$ 2.50
4. Indexing Fee \$ 7.00
5. No Tax Fee \$
6. Certified Fee \$ 1.00

Date of Amendment

Equity AssetLine Acct #

Total \$12.50

February 7, 1992

888-067-097

Amount of Original
Line of Credit

Date of Original
Line of Credit

Amount of ~~increase~~ decrease
Line of Credit

\$10,000.00

August 18, 1989

\$7,000.00

Your Amendment. In this Amendment, "we," "us" and "our" mean the bank named above. "You" and "your" mean each and every person who signs this Amendment as Borrower. You have a line of credit with us under an Equity AssetLine Agreement (your "Agreement"). This Amendment amends your Agreement (a) to ~~increase~~ decrease your line of credit to the amount shown above, (b) to terminate any credit life insurance you may have obtained through us on your line of credit, (c) to change the "Your rate" and "Variable rate" paragraphs if your Agreement was signed before November 7, 1989, and (d) to reflect new charges necessary to ~~increase~~ decrease your line of credit.

Amendment to Mortgage. References to a mortgage in your Agreement include your Equity AssetLine Mortgage, as amended by a separate agreement of even date (your "Mortgage").

The terms in this box apply only if you signed your Agreement before November 7, 1989.

Your rate. You agree to pay a FINANCE CHARGE computed on the 10th calendar day of each month on the average daily balance for each monthly billing period at a "periodic rate" of one-twelfth (1/12) of your ANNUAL PERCENTAGE RATE. The FINANCE CHARGE begins to accrue on the date an Advance is posted to your account and accrues daily thereafter. Your ANNUAL PERCENTAGE RATE corresponding to the monthly "periodic rate" is equal to the Index Rate plus a margin of 1.00 percentage points. However, the maximum ANNUAL PERCENTAGE RATE you can be charged during the term of your Agreement is 18.00 % per year. As of the date of this Amendment, your monthly "periodic rate" is 0.6250 % per month and your corresponding ANNUAL PERCENTAGE RATE is 7.50 %. Both are subject to change monthly.

Index rate. The "Index Rate" means the Commercial Base Rate announced by First Alabama Bancshares, Inc. as of the first business day of each month. The Index Rate is the index from which your ANNUAL PERCENTAGE RATE and corresponding "periodic rate" will be determined.

Termination of credit life insurance. You agree to terminate any credit life insurance you may have obtained through us on your line of credit. This insurance coverage will terminate as of the next monthly billing date under your Agreement.

Additional FINANCE CHARGE. You agree to pay a FINANCE CHARGE of \$ N/A, which is % of the ~~increase~~ decrease in your Line of Credit. This FINANCE CHARGE is our fee for ~~increasing~~ decreasing your Line of Credit and amending your Agreement.

Other charges. Other charges you are required to pay in connection with this Amendment are set forth below:

Title insurance/title opinion fee \$
Appraisal fee \$
Recording fees \$ 9.00
Mortgage tax \$
Attorney's fee \$
Other (specify) \$
TOTAL: \$ 9.00

Security. To secure your obligations under your Agreement and this Amendment, you have given us your Mortgage.

Waiver of security interest in certain property. Any debt incurred under your amended Agreement that exceeds your line of credit shall not be secured by your principal dwelling. However, all advances, whether above or below your line of credit, shall be due and payable according to the terms of your Agreement, as amended.

No other liens. You agree not to request or accept any additional extension of credit that would be secured by a mortgage or other security instrument entitled to priority over your Mortgage or any other security instrument you have given us.

Unenforceable provisions. If any provision of this Amendment is unenforceable, that will not affect the enforceability of any other provision of this Amendment.

Effective date. The ~~increase~~ decrease in your line of credit will become effective three ~~business~~ days after you sign this Amendment, unless you have decided to cancel this Amendment during this period. You agree that we may delay ~~increasing~~ decreasing your line of credit until we receive your signed acknowledgment that you have not so cancelled this Amendment.

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Signatures. By signing this Amendment under seal, you acknowledge you have read and understand and agree to be bound by all the terms of this Amendment. You acknowledge we have given you a completed copy of this Amendment.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

2912 Clydebank Circle
Address for notices

Birmingham, Alabama 35242
Address for notices

x Charles W. Wright (SEAL)
BORROWER Charles W. Wright

(SEAL)
BORROWER