

CORRECTED

BEING RERECORDED IN SHELBY COUNTY TO
ADD EXHIBIT "A" AND PARCEL II AS ADDITIONAL
COLLATERAL

427186611
FIRST ALABAMA BANK

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

THE MORTGAGORS:

ROGER L. BASS AND WIFE, RENE' C. BASS (PARCEL I)

ROGER L. BASS (PARCEL II)

211 NORTH CARNOUSTIE (PARCEL I)

BIRMINGHAM, ALABAMA 35242

Street Address or P. O. Box

2250 HIGHLAND AVENUE, UNIT 64 (PARCEL II)

BIRMINGHAM, ALABAMA 35205

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

Inst # 1922090831
05/29/1991 AM CERTIFIED
10:25
SHELBY COUNTY JUDGE OF PROBATE
12:30
WCD

STATE OF ALABAMA

COUNTY OF SHELBY COUNTY AND JEFFERSON COUNTY

THIS CORRECTED

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

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

as of the

(the "Mortgagors") and FIRST ALABAMA BANK, an Alabama banking corporation (the "Mortgagee"), this 10th day of February, 1992.

The Mortgagors previously executed an Equity AssetLine Mortgage in favor of the Mortgagee, dated December 9, 1991 (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, 1991 (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, and to add Parcel II to the demise of the Mortgage (see Exhibit A)

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.

4271 pg 612
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 15th day of April, 1992, effective however, as of February 10, 1992

MORTGAGORS:

Roger L. Bass (SEAL)
ROGER L. BASS (AS OWNER OF PARCEL I AND II)

Rene C. Bass (SEAL)
RENE' C. BASS (AS OWNER OF PARCEL I ONLY)

This instrument was prepared by:

MORTGAGEE:

FIRST ALABAMA BANK (SEAL)

By: 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 name S 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 15th day of April, 1992.

Notary Public

Linda Young Hammond

My commission expires: March 24, 1993

[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]

PARCEL I

(OWNED BY ROGER L. BASS AND WIFE, RENE' C. BASS)

Lot #146-A, according to the resurvey of Lots 145 and 146 of Shoal Creek, as recorded in Map Book 15, Page 23 in the Probate Office of Shelby County, Alabama, also:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 1 West, Shelby County, Alabama, and lying adjacent to and Northwest of Lot 146-A, a Resurvey of Lots 145 and 146, Shoal Creek, as recorded in Map Book 15, Page 23, in the Office of the Judge of Probate, Shelby County, Alabama being more particularly described as follows: Beginning at the most northerly corner of said Lot 146-A, run in a southwesterly direction along the Northwest line of said Lot 146-A for a distance of 245.34 feet; thence turn an angle to the right of 166°52'37" and run in a northeasterly direction for a distance of 253.13 feet to an existing iron pin being on the southwest right of way line of Carnoustie Road; thence turn an angle to the right and run in a southeasterly direction along said southwesterly right of way line of Carnoustie Road for a distance of 37.5 feet, more or less, to an existing iron pin, being the point of beginning.

LESS AND EXCEPT the following described parcels:

PARCEL A: Beginning at the most southerly corner of said Lot 146-A run in a northeasterly direction along the Southeast line of said Lot 146-A for a distance of 348.01 feet to an existing iron pin, being the most easterly corner of said Lot 146-A; thence turn an angle to the left of 93°33'13" and run in a northwesterly direction along the Northeast line of said Lot 146-A for a distance of 70.6 feet to an existing iron pin; thence turn an angle to the left of 97°42'38" and run in a southwesterly direction for a distance of 350.38 feet, more or less, to the point of beginning.

PARCEL B: Beginning at the most westerly corner of said Lot 146-A, run in a northeasterly direction along the Northwest line of said Lot 146-A for a distance of 87.88 feet to an existing iron pin; thence turn an angle to the right of 22°21'30" and run in a northeasterly direction along the Northwest line of said Lot 146-A for a distance of 62.12 feet; thence turn an angle to the right of 166°52'37" and run in a southwesterly direction for a distance of 147.24 feet, more or less, to the point of beginning.

Said parcels being parts of Lot 146-A, a Resurvey of Lots 145 and 146, Shoal Creek, as recorded in Map Book 15, Page 23, in the Office of the Judge of Probate, Shelby County, Alabama.

PARCEL II (ADDED BY AMENDMENT AS ADDITIONAL SECURITY)

(OWNED BY ROGER L. BASS AND WIFE, RENE' C. BASS) RCB

Unit 604 in Highland Plaza Condominium as established by that certain Declaration of Condominium of Highland Plaza, which is recorded in Real Volume 3403, Page 137, in the Office of the Judge of Probate of Jefferson County, Alabama, (to which said Declaration of Condominium a Plan is attached and filed for record in Map Book 156, Page 73, in said Probate Office and the By-Laws of Highland Plaza Association, Inc. as referred to in said Declaration being filed for record in Real Volume 3403, Page 187, in said Probate Office) together with an undivided 1.3% interest in the Common Elements assigned to said Unit by said Declaration of Condominium of Highland Plaza Condominium.

Inst # 1992-09631
185239 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1992 MAY 13 AM 11:07

RECORDED & INDEXED
DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

Judge of Probate

7500
950
8450