

# FIRST ALABAMA BANK

## AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

24.00  
3.50  
3.00  
1.00  
30.50

THE MORTGAGORS:

Donald G. Oakes  
Ellen Oakes  
4310 Hwy 62  
Street Address or P. O. Box  
Vincent Al. 35178  
City State Zip

THE MORTGAGEE:

First Alabama Bank  
Talladega  
215 W. North St.  
Street Address or P. O. Box  
Talladega Al. 35  
City State Zip  
Inst # 1992-14204  
08/10/1992-16520  
11:56 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 7.50

STATE OF ALABAMA

COUNTY OF Shelby

This AMENDMENT TO EQUITY ASSETLINE MORTGAGE (this "Amendment") is made between Donald G. Oakes  
and wife Ellen Oakes

(the "Mortgagors") and FIRST ALABAMA BANK, an Alabama banking corporation (the "Mortgagee"), this 26 day of June, 19 92

The Mortgagors previously executed an Equity AssetLine Mortgage in favor of the Mortgagee, dated January 14, 19 87 (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 Jan. 14, 19 87 (the "Agreement"), and the Mortgage was filed in the Office of the Judge of Probate of Shelby County, Alabama, on Jan 27, 19 87, and recorded in Book 111, at page 783; 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 \$ 28,800.00 to \$ 44,000.00, 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 Forty Four Thousand and no/100----- Dollars \$ 44,000.00

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 statements 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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2.50  
3.00  
1.00  
6.50