

## 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 # 1992-16520  
08/10/1992-16520  
11:56 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCB 7.50

Inst # 1992-14204  
07/16/1992-14204  
10:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCB 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, 1987 (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.

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, 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.

Inst # 1992-16520  
08/10/1992-16520  
11:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCB 7.50

5.00  
3.00  
1.00  
1.00  
10.00

2.50  
3.00  
1.00  
1.50

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 AssolLine 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 26 day of \_\_\_\_\_

June, 1992.

MORTGAGORS:

Donald D. Oakes (SEAL)

Ellen Oakes (SEAL)

This instrument was prepared by: \_\_\_\_\_

MORTGAGEE:

FIRST ALABAMA BANK (SEAL)

By: Blanton N. Moore

Title: 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.

Donald D. Oakes  
CO-MORTGAGOR

Ellen Oakes  
CO-MORTGAGOR

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Talladega

I, Veronica J. Burk, a Notary Public in and for said County, in said State, hereby certify that

Donald H. and Ellen Oakes, 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, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of June, 1992.

Notary Public

Veronica J. Burk

My commission expires: 7-29-95

[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: \_\_\_\_\_

RE-A 125 5/91

Inst # 1992-23818  
10/19/1992-23818  
09:43 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
[Notarial Seal] 002 MCD 10.00