

THE MORTGAGEE.

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

| THE MORTGAGORS: | First Alabama Bank/Shelby County | |
|--|---|--|
| John G. Mixon. Jr. | | |
| 1317 5th Ave. SW | P.O. Box 216 | ·· · |
| | | |
| Alabaster AL 35007 Street Address or P. O. Box | Street Address or P. O. Box | ب ا |
| | Pelham, AL 35124 | |
| City State Zip | City State Zip | 6 ₩ |
| | | |
| STATE OF ALABAMA | | ns.t |
| COUNTY OF Shelby | | H |
| This AMENDMENT TO EQUITY ASSETLINE MORTGAGE | (this "Amendment") is made between | |
| | ` | <u>.</u> |
| John G. Mixon, an unmarried man | Novem | har 19 93 |
| | (Ing corporation (the "Mortgagee"), this <u>19th</u> day of <u>Novem</u> | |
| The Mortgagore previously executed an Equity AssetLine (the "Mortgage"), securing advances made or to be made unde | Mortgage in favor of the Mortgagee, dated <u>November 16.</u> r an open-end credit agreement called the Equity AssetLine Agre | ement between the |
| Mortgagors and the Mortgagee, dated November 16. | , 19 <u>93</u> (the "Agreement"), and the Mortgage was filed in the O | ffice of the Judge of |
| | <u>April 21, 19 93</u> , and recorded in Inst. $\#$ 1993 | |
| | endment to Equity AssetLine Agreement, increasing the Mortgago | |
| "Line of Credit") under the Agreement from \$ 10,000.00 secure this increase in the Line of Credit, to clarify certain pro- | to \$ 15,000.00, and it is necessary to amend the visions of the Mortgage and to make certain other changes. | ne Mortgage so as to |
| (a) all advances the Mortgagee previously or from time to time to thereof, up to a maximum principal amount at any one time outs advances, or any part thereof; (c) all other charges, costs and expenses, or any part thereof; | ipt and sufficiency of which the parties acknowledge, and to see the reafter makes to the Mortgagors under the Agreement, or any estanding not exceeding the Line of Credit; (b) all FINANCE CHARG xpenses the Mortgagors now or later owe to the Mortgagee under see makes to the Mortgagors under the terms of the Mortgage, as Agreement, as amended, and in the Mortgage, as herein amended, | ES payable on such the Agreement, and amended; and (e) to |
| 1. The Mortgage is amended to secure the payme | ent of the increase in the Line of Credit to an aggregate unpaid | principal balance of |
| fifteen thousand and 00/100 | Bollars, \$ 15,000 |),00 |
| | Mortgagee previously made or hereafter makes to the Mortgagors under the Mortgagors of the Mortgagors | ander the Agreement, |
| pilcable environmental laws and will not use the Property in a max may be defined as a hazardous or toxic substance (all such state or local environmental law, ordinance, order, rule or regulations and agree to keep or cause the Property to be kept frostances under or about the Property, the Mortgagors shall immediately notify the Mortgagee in writing of the discovery of an with the Property regarding Hazardous Substances or hazardous with the Property regarding Hazardous Substances or hazardous | | y applicable federal, erty. The Mortgagors any Hazardous Sub- n required by any ap- Mortgagors shall im- claims in connection |
| from and against all claims, demands, causes of action, liabilities) arising from or in connection with any releases or discharge | fy and hold the Mortgagee and Its directors, officers, agents and litles, losses, costs and expenses (including without limitation reges of any Hazardous Substances on, in or under the Property, including and other response costs incurred by the Mortgagee undois paragraph shall survive the foreclosure of the Mortgage, as among the mortgage, as among the mortgage. | luding without limita er the Environmental |

written request to satisfy the Mortgage from the Mortgagors and all other persons who have the right to require the Mortgagee to extend advances 11/30/1993-37936 10:04 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.50

If the Property is a condominium or a planned unit development, the Mortgagors shall comply with all of the Mortgagors' obligations

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

under the declaration of covenants, the bylaws and the regulations governing the condominium or planned unit development.

DOS ACD

EAL-140 8/92

under the Agreement.

| biligations under this Amendment or the Mortgage without Mortgage and this Amendment shall be Joint and several. An Amendment to Equity AssetLine Agreements between the Notargain, sell, grant and convey that cosigner's interest in the | heirs, successors and assigns, but the Mortgagors may not assign any or the Mortgagors the Mortgagee's written consent. All covenants and agreements of the Mortgagors in the sy cosigner of the Mortgage or this Amendment who does not execute the Agreement or the Mortgagors and the Mortgagee is cosigning the Mortgage, as amended, only to mortgage, as Property to the Mortgagee under the terms of the Mortgage, as amended, and agrees that tend, modify, forbear or make any other accommodation with regard to the Mortgage, as and without releasing the cosigner or modifying the Mortgage, as amended, as to that co- |
|--|--|
| 8. If any provision of this Amendment is unenf the Mortgage. | forceable, that will not affect the validity of any other provision hereof or any provision of |
| g. This Amendment will be interpreted under a | ind governed by the laws of Alabama. |
| amended by this Amendment. | veyance of the Mortgage and all the terms, covenants and conditions thereof, except as |
| IN WITNESS WHEREOF, the Mortgagors and the Mor | tgagee have executed this Amendment under seal on thisday of |
| November, 19 <u>93</u> . | |
| MORTGAGORS: | MORTGAGEE: |
| John G. Winn M. (SEA | AL) FIRST ALABAMA BANK |
| Jown G. Mixon, Jr. | $\mathbb{N}_{m} \left(\frac{\partial}{\partial t} \mathcal{O}_{n} \right) $ |
| | Russ Campbell |
| This instrument was prepared by: | Title: Asst. Branch Manager |
| Debra C. Higgins, Real Estate Dept. | |
| For good and valuable consideration, the receipt and sells and conveys to the Mortgagee the interest of the under Mortgagee under the Agreement, as amended. | sufficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargains, signed in the Property for the purpose of securing the indebtedness of the Mortgagors to the |
| CO-MORTGAGOR | CO-MORTGAGOR |
| | DIVIDUAL ACKNOWLEDGEMENT |
| | |
| STATE OF ALABAMA | |
| COUNTY OF Shelby | |
| I,the undersigned | , a Notary Public in and for said County, in said State, hereby certify that |
| John G. Mixon, Jr. | , whose name <u>is</u> signed to the foregoing instrument, and who <u>is</u> known to me, |
| acknowledged before me on this day that, being informed same bears date. | of the contents of the instrument, <u>he</u> executed the same voluntarily on the day the |
| Given under my hand and official seal this 19t | h_day of_November, 19 <u>93</u> . |
| _ | 2 Negains |
| HOLATY POUND | 0.0 |
| | Inst * 1330 |
| | (Notarial Seal) |
| · · · · · · · · · · · · · · · · · · · | NDIVIDUAL ACKNOWLEDGEMENT 11/30/1993-37936 |
| STATE OF ALABAMA | 11/30/1993-3 10:04 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.50 |
| | SHELBY COURTY TO 18.50 |
| COUNTY OF | |
| | , 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 informe same bears date. | d of the contents of the instrument, executed the same voluntarily on the day th |
| Given under my hand and official seal this | day of, 19 |
| Notary Public | <u> </u> |
| FIROT ALABAMA BANK | My commission expires: |
| REST TOTAL R DEPT. | [Notarial Seal] |
| PELHANA, AL 39124 | 2 |