

THE MORTGAGORS:			THE MORTGA	GEE:		
		1	First Ala	•	•	
Louise D. Holland and husband,		Ý	TITSL MICH	Other Danie		
Jerry Cole Holland			Real Esta	te Departmen	nt	
1926 Tahiti Lane				20th Stree	t	
Street Address or P. O. Box			Street Address	s or P. O. Box		
Alabaster, AL 35007 City State Zip				m, AL 35203		
City State Zip			City	State	Zlp	
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STATE OF ALABAMA		to object to	INST T	The second of the second		· · · ·
COUNTY OF Shelby		•				
COUNTY OF			05/58/13	995-05214 CERTIFIE	D :	
This AMENDMENT TO EQUITY ASSETLINE MC	ORTGAGE (thi	s "Amendment		JUDGE OF PROBATE		
Louise D. Holland and husband, J	erry Cole	Holland	DOS NED	15.50	SAME IN COLUMN C	
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				2254	Fohruary	95
(the "Mortgagors") and FIRST ALABAMA BANK, an Ala	ıbama bankinç	corporation (th	e "Mortgagee"),	this 22nd day o	February	, 19 <u>95</u> .
The Administration of the Country	Accest inc Ma	rdanaš iš Valdy y	Amended on	December 6,	1991	1989
The Mortgagors previously executed an Equity	AssetLine Mo	ortgage in Tavo r	Amended on Of the Mortgage	December 6, e, dated_June alled the Equity A	19 ⁹⁹¹ asetLine Agreen	19 ⁸⁹
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- Credit.
- 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 4. 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.
- 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.
- 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.

bligations under this Amendment or the Mortgage with Aortgage and this Amendment shall be joint and several. Amendment to Equity AssetLine Agreements between the eargain, sell, grant and convey that cosigner's interest in	out the Mortgagee's written consent. All covenants and agreements of the Mortgagors in the out the Mortgagee's written consent. All covenants and agreements of the Mortgagors in the . Any cosigner of the Mortgage or this Amendment who does not execute the Agreement or the he Mortgagors and the Mortgagee is cosigning the Mortgage, as amended, only to mortgage, at the Property to the Mortgagee under the terms of the Mortgage, as amended, and agrees that extend, modify, forbear or make any other accommodation with regard to the Mortgage, as ent and without releasing the cosigner or modifying the Mortgage, as amended, as to that co-
8. If any provision of this Amendment is un he Mortgage.	nenforceable, that will not affect the validity of any other provision hereof or any provision of
g. This Amendment will be interpreted under	er and governed by the laws of Alabama.
10. The Mortgagors ratify and confirm the commended by this Amendment.	conveyance of the Mortgage and all the terms, covenants and conditions thereof, except as
IN WITNESS WHEREOF, the Mortgagors and the N	Mortgagee have executed this Amendment under seal on this 22ndday of February_
, 19 <u>95</u>	
MORTGAGORS:	MORTGAGEE:
L	SEAL) FIRST ALABAMA BANK
Louise D. Holland	SEAL) FIRST ALABAMA BANK
Dur Colo Delland	SEAL) By: WT Throsh
Jerry Kole Holland	SEAL) W. T. Thrash
hys instrument was prepared by:	Title:Sr. Vice President
For good and valuable consideration, the receipt a sells and conveys to the Mortgages the Interest of the united ages under the Agreement, as amended.	nd sufficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargains, deraigned in the Property for the purpose of securing the indebtedness of the Mortgagors to the
CO-MORTGAGOR	CO-MORTGAGOR
	INDIVIDUAL ACKNOWLEDGEMENT
STATE OF ALABAMA	
COUNTY OF Jefferson	
the undersigned	, a Notary Public in and for said County, in said State, hereby certify that
Louise D. Holland	, whose name $\frac{1s}{s}$ signed to the foregoing instrument, and who $\frac{1s}{s}$ known to me,
acknowledged before me on this day that, being inform same bears date.	ned of the contents of the Instrument, <u>she</u> executed the same voluntarily on the day the
Given under my hand and official seal this2	22nd day of February 19 95
Notary Public La Justa	• *
	My commission expires: MY COMMISSION EXPIRES FEED 1145 Y 757
	[Notarial Seal]
	INDIVIDUAL ACKNOWLEDGEMENT
STATE OF ALABAMA	
COUNTY OF <u>lefferson</u>	
I, the undersigned	, a Notary Public in and for sald County, in said State, hereby certify that
	, 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 information bears date.	med of the contents of the instrument, <u>he</u> executed the same voluntarily on the day the
Given under my hand and official seal this2	2nd day of February 1905 05214
Notary Public	
	02/28/1995-05214 My commission explana PM CERTIFIED
	CHELRY COUNTY JUDGE OF PROBATE
	[Notarial Seal] 302 (C) 15.50