

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

THE MORTGAGORS:	THE MORTGAGEE:
William Alexander Searcey	Fiest Alabama Bank Shelby County
Karen Elizabeth Searcey	
101 TTL1 b a D.1	P O Box 216
181 Whisenhunt Rd. Street Address or P. O. Box	Street Address or P. O. Box
Chelsea, Al 35043	Pelham, Al 35124  Instant City State Zip
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	03/15/1996-U8685
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STATE OF ALABAMA	CHELTRY COUNTY JUDGE OF THE
COUNTY OF Shelby	005 MCD 38.00
This AMENDMENT TO EQUITY ASSETLINE MORTGA	GE (this "Amendment") is made between
William Alexander Searcey and wife, Kan	• · •
(the "Mortgagors") and FIRST ALABAMA BANK, an Alabama b	banking corporation (the "Mortgagee"), this 6th day of March 1996
TINA "MORIGAGE"), SECUTING SUPERIORS INSEED OF TO DE TRACE OF	Line Mortgage in favor of the Mortgagee, dated <u>August 16</u> , 19.94 inder an open-end credit agreement called the Equity AssetLine Agreement between the
Mortgagers and the Mortgagee, dated August 16	, 19 <u>. 94</u> (the "Agreement"), and the Mortgage was filed in the Office of the Judge of
	on August 25 19 94 and recorded in 1994-26453 at page 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 \$ 27.000.	00 to \$ 45,000.00 and it is necessary to amend the Mortgage so as to provisions of the Mortgage and to make certain other changes.
Secure this increase in the Line of Cledit, to Clarify Contain	the next sufficiency of which the parties acknowledge, and to secure the payment of
(a) all advances the Mortgagee previously of from time to the thereof, up to a maximum principal amount at any one time advances, or any part thereof; (c) all other charges, costs an	receipt and sufficiency of which the parties acknowledge, and to secure the payment of me hereafter makes to the Mortgagors under the Agreement, or any extension or renewal outstanding not exceeding the Line of Credit; (b) all FINANCE CHARGES payable on such a dexpenses the Mortgagors now or later owe to the Mortgagee under the Agreement, and gagee makes to the Mortgagors under the terms of the Mortgage, as amended; and (e) to the Agreement, as amended, and in the Mortgage, as herein amended, the Mortgagors and
1. The Mortgage is amended to secure the pa	syment of the increase in the Line of Credit to an aggregate unpaid principal balance of
forty five thousand and 00/100	Dollars, \$ 45,000.00
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as amended, and any renewals or extensions thereof, up to a Credit.	the Mortgagee previously made or hereafter makes to the Mortgagors under the Agreement, maximum principal amount at any one time outstanding not exceeding the increased Line of
plicable environmental laws and will not use the Property in as may be defined as a hazardous or toxic substance (all state or local environmental law, ordinance, order, rule or covenant and agree to keep or cause the Property to be ke stances under or about the Property, the Mortgagors shall in the coverage of the property.	real property secured by the Mortgage, as amended (the "Property"), to comply with all appearance that will result in the disposal or any other release of any substance or material such substances hereafter called "Hazardous Substances") under any applicable federal, regulation (collectively, the "Environmental Laws") on or to the Property. The Mortgagors optified of any Hazardous Substances, in response to the presence of any Hazardous Substances, in response to the presence of any Hazardous Substances in respect to any claims thereunder. The Mortgagors shall import any Hazardous Substances on under or about the Property or any claims in connection

The Mortgagors hereby agree to detend, 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.

mediately 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.

- tf the Property is a condominium or a planned unit development, the Mortgagors shall comply with all of the Mortgagors' obligations 5. under the declaration of coverants, 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.

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It any provision of this Amendment is unenforceable, that will not affect the validity of any other provision hereof or any provision of Morgage and all the lambars.  The Morgagors relify and confirm the conveyance of the Morgage and all the terms, covenants and conditions thereof, except as mended by this Amendment.  IN WITNESS WHEREOF, the Morgagors and the Morgage have executed this Amendment under seal on this.  6th. day of March  19.96  MORTGAGES:  FIRST ALABAMS BANK  FIRST ALABAMS  FIRST ALABAMS BANK  FIRST ALABAMS	This Amendment shall bind the Mortgagors' heirs, successors and assigns, but the Mortgagors may not assign any of the Mortgagors' biligations 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 Agreements between the Mortgagors and the Mortgagee is cosigning the Mortgage, as amended, only to mortgage, argain, 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 he 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.
10. The Mortgagors ratify and confirm the conveyance of the Mortgage and all the terms, coverants and conditions thereof, except as mended by this Amendment.  IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have executed this Amendment under seal on this61hday of _March	
MORTGAGORS:  MILE TARABAM BANK  Title:  The proof and valuable consideration, the reality is and sufficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargama, being and conveyt to the Mortgagors and the Mortgagors to the Mortgagors and conveyte to the Mortgagors and sultable consideration, the reality and sulficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargama, being and conveyte to the Mortgagors to the Mortgagors to the Mortgagors and conveyte to the Mortgagors to the Mortgagors to the Mortgagors and conveyte to the Mortgagors to the Mortgagors to the Mortgagors and conveyte to the Mortgagors to the Mortgagors to the Mortgagors and conveyte to the Mortgagors t	9. This Amendment will be interpreted under and governed by the laws of Alabama.
MORTGAGES:  MORTGAGES:  MORTGAGES:  MORTGAGES:  MORTGAGES:  MILES Allesander Searcey (SEAL)  Mortgages in the Mortgages the Interest of the undersigned in the Property for the purpose of securing the indebtedness of the Mortgages to the Mortgages under the Agreement, as amended.  MORTGAGOR  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  MOLTGAGOR  INDIVIDUAL ACKNOWLEDGEMENT  MORTGAGOR  INDIVIDUAL ACKNOWLED	* *
MORTGAGES:  MORTGAGES:  MORTGAGES:  MILLE ALEXANDER SARCES  MORTGAGOR  INDIVIDUAL ACKNOWLEDGEMENT  MILLE ALEXANDER SARCES  MIL	IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have executed this Amendment under seal on this 6th aby of March
FIRST ABAMA BANK  THE ATEXANDER SERVEY  ABLADAY F. Holles  Title: Executive vice-President  Title:	, 19 <u>96</u>
This fale states is safety  Appear fall seed to safety  Title:  By: Alganony F. Holipee  Title:  Executive Vice-President  Title:  Executive Vice-President  Title:  Executive Vice-President  Title:  For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargains, sull sand correspond to the Mortgages the interest of the undersigned in the Property for the purpose of securing the Indebtedness of the Mortgages to the Mortgages under the Agreement, as a mended.  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  OUNTY OF Shelby  I the undersigned  BY: Alabama  O3/15/1996-08635  O3/15/1996-08635  O3/15/1996-08635  O3/15/1996-08635  O3/15/1996-08635  O3/15/1996-08635  O3/15/1996-08635  ONORTGAGOR  INDIVIDUAL ACKNOWLEDGEMENT  O3/15/1996-08635	MORTGAGEE:
Anthony F. Holpes Title:  Executive Vice-President  Interview of the Mortgages to the Mortg	HILLIAM ALEXANDER SEATCEY (SEAL) FIRST AKABAMA BANK
Anthony F. Holpes Title:  Executive Vice-President  Interview of the Mortgages to the Mortg	Large of Diag God Small working and with the I Allene
Interest was prepared by: Lists RIIIson, Real Estate Dept. P O BOX 216, Pelham, Al 35124  For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned mortgages, grants, bargaine, sells and conveys to the Mortgages the Interest of the undersigned in the Property for the purpose of securing the indebtedness of the Mortgagors to the dortgages under the Agreement, as amended.  DOMORTGAGOR  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  I the undersigned  A Notary Public in and for said County, in said State, hereby certify that  William Alexander Searcey, a married whose name 1s signed to the foregoing instrument, and who 1st known to me, soknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day ine same bears date.  Given under my hand and official seal this 6th day of March 1996  Notary Public My commission expires:  [Notarial Seal]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  I the undersigned  A Notary Public in and for said County, in said State, hereby certify that  Word of the contents of the instrument, he executed the same voluntarily on the day ine same bears date.  Word of the contents of the instrument, he executed the same voluntarily on the day ine same septres:  [Notarial Seal]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  I the undersigned  A Notary Public in and for said County, in said State, hereby certify that  Word of the contents of the instrument, and who 1st known to me, asknowledged before me on this day that, being Informed of the contents of the instrument, and who 1st known to me, asknowledged before me on this day that, being Informed of the contents of the instrument, and who same voluntarily on the day the same bears date.	Maren klizabeth Searcey Anthony F. Holmes
P O BOX 216, Pe1ham, A1 35124  For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned mortgages grants, bargains, sells and conveys to the Mortgages the interest of the undersigned in the Property for the purpose of accounting the indebtedness of the Mortgagors to the Mortgag	This instrument was prepared by:
in the undersigned in the Mortgagee the interest of the undersigned in the Property for the purpose of securing the indeptedness of the Mortgagors to the Mo	
INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby	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
INDIVIDUAL ACKNOWLEDGEMENT  OBJANA  I the undersigned  A Notary Public in and for said County, in said State, hereby certify that whose name is signed to the foregoing instrument, and who is known to me.  Acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarity on the day the same bears date.  Given under my hand and official seal this 6th day of March 19 96  Notary Public  My commission expires:  [Notarial Seal]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  I, the undersigned A Notary Public in and for said County, in said State, hereby certify that whose name is signed to the foregoing instrument, and who is known to me.  A Notary Public in and for said County, in said State, hereby certify that whose name is signed to the foregoing instrument, and who is known to me.  A Notary Public in and for said County, in said State, hereby certify that whose name is signed to the foregoing instrument, and who is known to me.  Acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 6th day of March 19 96.	1 NSA ukoto a con
STATE OF ALABAMA  COUNTY OF Shelby	·
COUNTY OF Shelby a Notary Public in and for said County, in said State, hereby certify that same bears date.    County OF Shelby   1	
COUNTY OF Shelby and the undersigned same shears also she will be undersigned and shear shear shears also she will be undersigned and shear shear shears date.  William Alexander Searcey, a married shan whose name 1s signed to the foregoing instrument, and who 1s known to me, saknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 6th day of March 19.96  Notary Public My commission expires:  [Notarial Seal]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  [Individual Seal State of the foregoing instrument, and who 1s known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 6th day of March 19.96.	STATE OF ALABAMA  O2:30 PM CERTIFIED  O3/13/20 PM CERTIFIED
the undersigned   a Notary Public in and for said County, in said State, hereby certify that   William Alexander Searcey, a married   whose name   1s   signed to the foregoing instrument, and who   1s   known to me, acknowledged before me on this day that, being informed of the contents of the instrument,   he   executed the same voluntarily on the day the name bears date.    Given under my hand and official seat this   6th   day of   March   19   96     Notary Public	THE TABLE OF THE PARTY OF THE P
Given under my hand and official seal this 6th day of March 19 96  Notary Public My commission expires:  [Notarial Seal]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  [, the undersigned apartied woman whose name 18 signed to the foregoing instrument, and who 18 known to me. acknowledged before me on this day that, being informed of the contents of the instrument. State executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 6th day of March 19 96.	
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Notary Public  My commission expires:  [Notarial Seal]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  Karen Elizabeth Searcey, a married woman	acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the
My commission expires:	
[Notarial Seat]  INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF She1by  I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  Karen Elizabeth Searcey, a married woman, whose name18_ signed to the foregoing instrument, and who18_ known to me. acknowledged before me on this day that, being informed of the contents of the instrument,8hc_ executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this6th, 19_96	· ·
INDIVIDUAL ACKNOWLEDGEMENT  STATE OF ALABAMA  COUNTY OF Shelby  I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  Karen Elizabeth Searcey, a married whose name is signed to the foregoing instrument, and who is 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 6th day of March, 19_96	My commission expires:
COUNTY OF Shelby  I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  Karen Elizabeth Searcey, a married, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 6th day of March, 19 96	[Notarial Seal]
COUNTY OF Shelby  I, the undersigned	INDIVIDUAL ACKNOWLEDGEMENT
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that	STATE OF ALABAMA
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that	COLINTY OF She1by
Karen Elizabeth Searcey. a married woman 18 signed to the foregoing instrument, and who 18 known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.  Given under my hand and official seal this 6th day of March 1996	
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same bears date.  Given under my hand and official seal this <u>6th</u> day of <u>March</u> , 19 <u>96</u> .	
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Notary Public	Given under my hand and official seal this 6th day of March, 1996.
	Notary Public
My commission expires:	My commission expires:
[Notarial Seal]	[Notarial Seal]