

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

THE MORTGAGORS:

Richard W. Cornelius
 Elizabeth D. Cornelius
 134 Chestnut Drive
 Street Address or P. O. Box
 Alabaster, Alabama 35007
 City State Zip

THE MORTGAGEE:

Regions Bank - Shelby County
 Montevallo Branch
 910 Main Street
 Street Address or P. O. Box
 Montevallo, Alabama 35115
 City State Zip

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 SHELBY COUNTY JUDGE OF PROBATE
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STATE OF ALABAMA

COUNTY OF Shelby

This AMENDMENT TO EQUITY ASSETLINE MORTGAGE (this "Amendment") is made between

Richard W. Cornelius and wife, Elizabeth D. Cornelius

(the "Mortgagors") and REGIONS BANK, an Alabama banking corporation (the "Mortgagee"), this 7th day of May, 1997
 (formally First Alabama Bank)

The Mortgagors previously executed an Equity AssetLine Mortgage in favor of the Mortgagee, dated July 15, 1994, 1994
 (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 July 15, 1994, 1994 (the "Agreement"), and the Mortgage was filed in the Office of the Judge of
 Probate of Shelby County, Alabama on July 25, 1994, and recorded in Inst. No. 1994-23345, 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 \$ 10,000.00 to \$ 45,000.00, and it is necessary to amend the Mortgage so as to
 secure this increase in the Line of Credit, to clarify certain provisions of 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 herein 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

-----Fourty Five Thousand and No/100's----- Dollars, \$ 45,000.00

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 ap-
 plicable 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 Sub-
 stances under or about the Property, the Mortgagors shall immediately take, at the Mortgagors' sole expense, all remedial action required by any ap-
 plicable Environmental Laws or any judgment, decree, settlement or compromise in respect to any claims thereunder. The Mortgagors shall im-
 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.

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 limita-
 tion 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 amend-
 ed; 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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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 in 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, 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 7th day of May, 19 97.

MORTGAGORS:

Richard W. Cornelius (SEAL)
Richard W. Cornelius

Elizabeth D. Cornelius (SEAL)
Elizabeth D. Cornelius

This instrument was prepared by:

MORTGAGEE:

REGIONS BANK (formally First Alabama Bank)

By: Ken Jones

Title: Montevallo Branch Manager

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.

CO-MORTGAGOR

CO-MORTGAGOR

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

Richard W. Cornelius & Elizabeth D. Cornelius, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of May, 19 97.

Notary Public

Jamie L. Brewer

My commission expires: 3-17-2001

[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

Inst # 1997-15247

My commission expires: 03/17/1997-15247

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[Notarial Seal]
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