

DECREASE

Regions Bank

AMENDMENT TO EQUITY ASSETLINE MORTGAGE (OPEN-END MORTGAGE)

THE MORTGAGORS:

E. Carlos Ponce and wife,

Jessica R. Ponce

7 Chase Plantation Parkway

Street Address or P. O. Box

Hoover, AL 35244

City State Zip

THE MORTGAGEE:

Regions Bank

417 North 20th Street

Street Address or P. O. Box

Birmingham, AL 35203

City State Zip

1997-32759

10/08/1997-32759
10:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14,50

STATE OF ALABAMA

COUNTY OF Shelby

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

E. Carlos Ponce and wife, Jessica Ponce

the "Mortgagors") and FIRST ALABAMA BANK, an Alabama banking corporation (the "Mortgagee"), this 26th day of September, 1997

The Mortgagors previously executed an Equity AssetLine Mortgage in favor of the Mortgagee, dated November 2, 1992 (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 November 2, 1992 (the "Agreement"), and the Mortgage was filed in the Office of the Judge of Probate of Shelby County, Alabama on November 13, 1992, and recorded in 1992 at page 26676; 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 \$25,000.00 to \$14,750.00, and it is necessary to amend the Mortgage so as to

secure this ~~increase~~ decrease 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 hereof, 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~~ decrease in the Line of Credit to an aggregate unpaid principal balance of Fourteen Thousand Seven Hundred Fifty and No/100----- Dollars, \$ 14,750.00

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~~ decreased 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 that 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.

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 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 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.

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 Asset Line 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 26TH day of _____

SEPTEMBER, 1997

MORTGAGORS:

E. Carlos Ponce (SEAL)
E. Carlos Ponce

Jessica Ponce (SEAL)
Jessica Ponce

This instrument was prepared by:

MORTGAGEE:

FIRST ALABAMA BANK

By: Kim Braden
Kim Braden
Title: 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 Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

E. Carlos Ponce and wife,
Jessica R. Ponce, whose name is 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 26TH day of SEPTEMBER, 1997

Notary Public

[Signature]

My commission expires: 9/10/00

[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: _____

[Notarial Seal]

AMENDMENT TO EQUITY ASSETLINE AGREEMENT

Borrower's Name	Social Security Number	
E. Carlos Ponce		
Co-Borrower's Name	Social Security Number	
Jessica R. Ponce		
Date of Amendment	Equity AssetLine Account Number	
	888-114493	
Date of Equity AssetLine Agreement	Amount of Original Line of Credit	Date of Any Prior Amendment(s)
11/2/92	\$25,000.00	

Your Amendment. In this Amendment, we, us and our mean the bank named above. You and your mean each and every person who signs this Amendment as Borrower or Co-Borrower. Your Agreement means the Equity AssetLine Agreement between you and us establishing a Line of Credit against which you may request Advances and all amendments to the Agreement. All capitalized terms not defined in this Amendment shall have the same definitions as in your Agreement. In accordance with your request, your Agreement is being amended as set forth in this Amendment. In addition to all other terms of this Amendment, your Agreement is being amended as follows [check applicable box(es)]:

- ☐ Increase in Line of Credit. The amount of your Line of Credit has been increased to \$ _____. The increase in your Line of Credit will become effective after the expiration of any applicable rescission period granted by law, unless you decide to cancel the increase within that period.
- ☒ Decrease in Line of Credit. The amount of your Line of Credit has been reduced to \$ 14,750.00
- ☐ Change in Margin. Your ANNUAL PERCENTAGE RATE will be changed to the Index Rate _____ plus _____ minus a margin of _____ percentage points, not to exceed _____ % per year, which is the maximum ANNUAL PERCENTAGE RATE you can be charged during the term of this Agreement. As of the Date of Amendment, your initial monthly "periodic rate" is _____ % per month and your corresponding ANNUAL PERCENTAGE RATE is _____ %. Both are subject to change monthly. Your ANNUAL PERCENTAGE RATE does not include costs other than interest.
- ☐ Discounted Annual Percentage Rate. Your ANNUAL PERCENTAGE RATE is "discounted" for a _____ month period following the Date of Amendment set forth above (the "Discount Period"). During the Discount Period, your ANNUAL PERCENTAGE RATE is not based on the Index Rate and margin used for later rate adjustments. Instead, during the Discount Period, your ANNUAL PERCENTAGE RATE corresponding to the monthly "periodic rate" is equal to the Index Rate less a discount of _____ percentage points. As of the Date of Amendment, your initial monthly "periodic rate" is _____ % per month and your corresponding ANNUAL PERCENTAGE RATE is _____ %. Upon expiration of the Discount Period, your ANNUAL PERCENTAGE RATE corresponding to the monthly "periodic rate" will be equal to the Index Rate plus a margin of _____ percentage points. If your ANNUAL PERCENTAGE RATE during the Discount Period had been based on the Index Rate and margin, your initial monthly "periodic rate" would be _____ % per month and your corresponding ANNUAL PERCENTAGE RATE would be _____ %. Your "periodic rate" and ANNUAL PERCENTAGE RATE are subject to change monthly. Your ANNUAL PERCENTAGE RATE does not include costs other than interest. The maximum ANNUAL PERCENTAGE RATE you can be charged during the term of this Agreement is _____ %.
- ☒ Extension of Expiration Date. The expiration date for your Line of Credit has been extended to 11/2/2002
- ☐ Other: _____

Security. References to a mortgage in your Agreement include your Equity AssetLine Mortgage, and all amendments to your Equity AssetLine Mortgage (collectively, your "Mortgage"). Your obligations under your Agreement, including this Amendment, are secured by your Mortgage.

Additional Finance Charge. If your Line of Credit has been increased, you agree to pay a FINANCE CHARGE of \$ _____, which is _____ % of the increase. This FINANCE CHARGE is our fee for increasing your Line of Credit and amending your Agreement.

Other Charges. You are paying the following other charges in connection with this Amendment, unless otherwise indicated:

- | | |
|---|--|
| • Fee of _____ for title insurance, paid to _____ | • Fee of \$12.00 for mortgage tax and recording charge, paid to Judge of Probate Shelby County |
| • Fee of _____ for appraisal, paid to _____ | Inst # 1997-32759 |
| • Fee of _____ for attorney's services, paid to _____ | 10/08/1997 32759 |
| | 10:15 AM CERTIFIED |
| | Fee of _____, paid to SHELBY COUNTY JUDGE OF PROBATE |
| | 003 MCO 14.50 |

Limitation of Security Interest in Certain Property. Any Advance under your Agreement that exceeds your Line of Credit shall not be secured by your principal dwelling; however, all Advances, whether above or below your Line of Credit, shall be due and payable according to the terms of your Agreement.

Debt Not Satisfied. This Amendment does not satisfy or replace the amounts owed by you to us under your Agreement. The terms and conditions of your Agreement, including all prior disclosures, shall continue in full force and effect, except as amended by this Amendment.

Minimum Balance Requirement. If this Amendment effects a discounted ANNUAL PERCENTAGE RATE, then you agree to maintain a minimum outstanding balance for a minimum period following the Date of Amendment as set forth below:

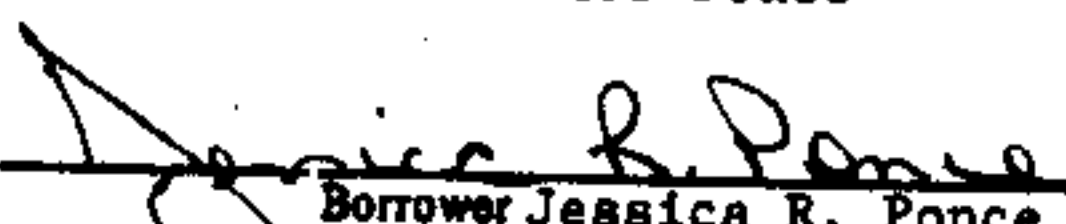
Minimum Balance: _____ Minimum Period: _____

Unenforceable Provisions. If any provision of this Amendment is unenforceable, that will not affect the enforceability of any other provision of this Amendment or your Agreement.

Signatures. You acknowledge that we have given you a completed copy of this Amendment. By signing this Amendment under seal, you acknowledge you have read and understand and agree to be bound by all the terms of this Amendment and your Agreement.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.


Borrower E. Carlos Ponce (SEAL)


Borrower Jessica R. Ponce (SEAL)