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STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO
FIRST MORTGAGE AND SECURITY AGREEMENT

WHEREAS, Cahaba Venture, an Alabama General Partnership (hereinafter called "Mortgagor"), did heretofore on February 11, 1987, execute a certain promissor note in the amount of Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00) to Jefferson Federal Savings and Loan Association of Birmingham, (hereinafter called ("Mortgagee")), which said note is secured by that certain First Mortgage and Security Agreement, of even date with said note, recorded on February 12, 1987, in Mortgage Book 114, Pages 709-737, both inclusive, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Mortgagor and Mortgagee desire to amend said First Mortgage and Security Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other valuable consideration in hand paid to Mortgagor by Mortgagee, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the undersigned Mortgagor does hereby amend and modify said First Mortgage and Security Agreement as follows:

1. The month, September, in the first (1st) line and in the fourteenth (14th) line of subparagraph (d) on Page 2 of said First Mortgage and Security Agreement is hereby deleted and the month, August, is substituted therefor.

2. The interest rate, fourteen and three-quarters percent (14 3/4%), in the sixth (6th) and seventh (7th) lines of the second paragraph in subparagraph (d) on Page 2 of said First Mortgage and Security Agreement is hereby deleted and the interest rate, fourteen and one-half percent (14 1/2%) is substituted therefor.

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All the terms, provisions, stipulations, covenants and conditions contained and set out in said First Mortgage and Security Agreement remain in full force and effect in all respects except as amended hereby.

This Amendment to First Mortgage and Security Agreement is executed by Mortgagor, Cahaba Venture, by its General Partners, both of whom are thereunto duly authorized.

Mortgagor, Cahaba Venture, does hereby ratify said Promissory Note, as amended, and all other Loan Documents, and Mortgagor does further acknowledge, warrant and represent that said Promissory Note, as amended, First Mortgage and Security Agreement, as hereby amended, and all other Loan Documents are valid, binding, legal obligations of Mortgagor, and that all of said Loan Documents are in full force and effect and enforceable in accordance with the terms, and provisions thereof.

IN WITNESS WHEREOF, Cahaba Venture, has caused this Amendment To First Mortgage and Security Agreement to be executed by its General Partners, who are thereunto duly authorized this 3rd day of July, 1987.

WITNESS:

CAHABA VENTURE, an Alabama
General Partnership

By: Donald N. Guthrie (SEAL)
DONALD N. GUTHRIE
General Partner

By: Samuel R. Flowers (SEAL)
SAMUEL R. FLOWERS
General Partner

By: D. Frank Davis (SEAL)
D. FRANK DAVIS
General Partner

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donald N. Guthrie, Samuel R. Flowers and D. Frank Davis, whose names as General Partners of Cahaba Venture, an Alabama General Partnership, are signed to the foregoing Amendment to First Mortgage and Security Agreement and who are known to me, acknowledge before me on this day that, being informed of the contents of the Amendment to First Mortgage and Security Agreement, they, in their capacity as such General Partners and with full authority, executed the same voluntarily on the day the same bears date as and for the act of said partnership.

Given under my hand and official seal, this the 3rd day of May 1987.

Robert W. Guthrie
Notary Public

My commission expires 11/21/90

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JUL 30 AM 8:58

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>8.50</u>