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1544

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

AMENDMENT TO MORTGAGE AND PARTIAL RELEASE

THIS AGREEMENT, made this 26th day of May, 1988, by and between 280 ASSOCIATES, LTD., an Alabama limited partnership ("Borrower"), and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (formerly Birmingham Trust National Bank) (the "Lender").

R E C I T A L S:

As security for certain indebtedness of Borrower to Lender, Borrower executed and delivered its Mortgage and Security Agreement to Lender dated November 17, 1982, recorded in Book 424, Page 901 in the Probate Office of Shelby County, Alabama, which was thereafter amended by instrument recorded in Book 433, Page 835 in said Probate Office (as so amended, the "Mortgage"). Borrower has requested that Lender amend the Mortgage to release certain property therefrom, and Lender has agreed to do so provided that Lender receives a first mortgage from Borrower upon certain property not presently included within the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, the parties hereto agree as follows:

Land Title

BOOK 195 PAGE 651

1. Lender hereby releases from the Mortgage the following described property:

Lot 13-A according to the Survey of Cahaba Park South, Resurvey No. 1, as recorded in Map Book 12, Page 53 in the Probate Office of Shelby County, Alabama.

2. In consideration of the foregoing release and as security for the indebtedness secured by the Mortgage, with interest thereon, and any extensions or renewals of the same, and as security for the performance of the covenants, conditions and agreements set forth in the Mortgage, the Mortgage is hereby amended to include the following described property, and the Borrower does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns the following described property:

Lot 13-B, according to the survey of Cahaba Park South, Resurvey No. 1, as recorded in Map Book 12, Page 53 in the Probate Office of Shelby County, Alabama.

This conveyance is made with the purpose of adding such property to Schedule A of the Mortgage and shall have the effect of also conveying all buildings, improvements, fixtures and personal property of every nature whatsoever now or hereafter owned by Borrower and located in, on or used or intended to be used in connection therewith, all easements, rights of way and other interests appurtenant to the property, and all rents, profits, issues and revenues

BOOK 195 PAGE 652

with respect thereto and all judgments, awards of damages and settlements made resulting from any condemnation proceedings or taking of the property or any part thereof under the power of eminent domain with respect thereto, all with the same force and effect as if such real property were described in the Schedule A to the Mortgage. All covenants, representations and warranties of the Borrower made with respect to the property presently set forth in Schedule A shall also apply to the foregoing property herein conveyed.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower confirms that it has no offsets or defenses with respect to the Mortgage, as herein amended.

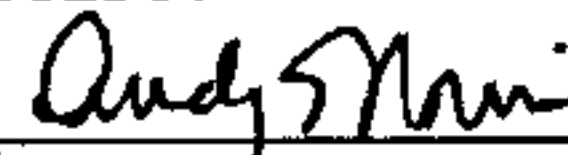
IN WITNESS WHEREOF, Borrower and Lender has caused this Agreement to be executed by their duly authorized officer and partners, respectively, as of the day and year first above written.

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION

By: 

Its: AUP

ATTEST:


Its: SVP

[SIGNATURES CONTINUED ON NEXT PAGE]

280 ASSOCIATES, LTD.

By:

Frank Kovach, Jr.
Its General Partner

By:

Billy D. Eddleman
Its General Partner

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael L. Tillman whose name as Assistant Vice President of SouthTrust Bank of Alabama, National Association, a national banking association, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal this the 26th day of May, 1988.

Shari R. Underworth

Notary Public

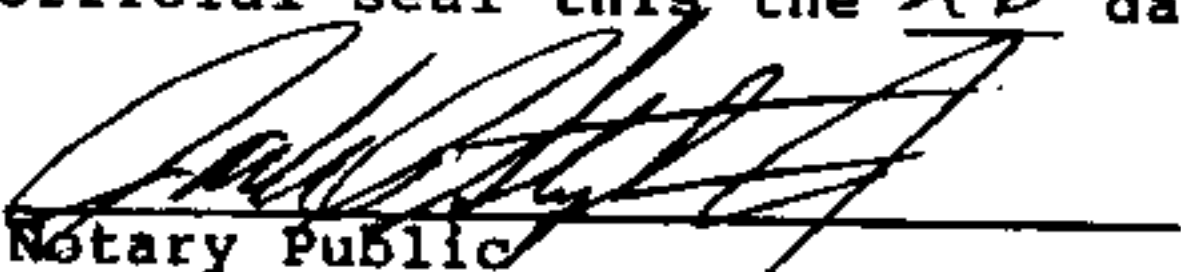
My Commission Expires: 5/31/89

BOOK 195 PAGE 654

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Kovach, Jr., whose name as general partner of 280 Associates, Ltd., an Alabama limited partnership, 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, as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 26 day of May, 1988.


Notary Public

My Commission Expires: 1-6-92

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billy D. Eddleman, whose name as general partner of 280 Associates, Ltd., an Alabama limited partnership, 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, as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 25 day of May, 1988.

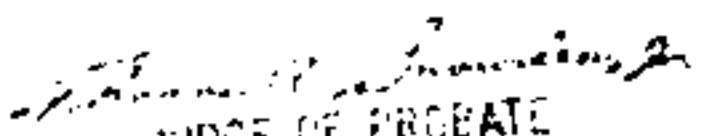

Notary Public

My Commission Expires: 1-6-92

BOOK 195 PAGE 655

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL 22 AM 10:38


JUDGE OF PROBATE

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1. Gas. 1.00
2. Notary 1.00
3. Recording 12.50
4. Copying 1.00
TOTAL 15.50