

2028

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is made and entered into as of the 15th day of May, 1989, by and among Crystal U.S.A. Oil, Inc., a corporation, Crystal Petroleum Company, Inc., a corporation, and Willis Oil Company, Inc., a corporation, (Crystal U.S.A. Oil, Inc., Crystal Petroleum Company, Inc., and Willis Oil Company, Inc., being hereinafter collectively called the "Mortgagors"), and Charter International Oil Company, a corporation, (hereinafter called the "Mortgagee").

WHEREAS, as of March 21, 1983, Crystal U.S.A. Oil, Inc., executed and delivered to Mortgagee a mortgage (referred to herein as the "Mortgage") on certain real estate described therein (referred to herein as the "Real Estate") as security for the payment of a promissory note (the "Original Note") in the original principal sum of TWO HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED FOURTEEN AND 54/100 DOLLARS (\$285,714.54) executed by Crystal U.S.A. Oil, Inc. and Joseph R. Saxon ("Saxon") and dated March 21, 1983; and

WHEREAS, the Mortgage is recorded in Book 429, Page 191 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the parties hereto desire to amend the Mortgage to correct the name of the Mortgagor and to add additional mortgagors, such that Crystal Petroleum Company, Inc., Willis Oil Company, Inc., and Crystal U.S.A. Oil, Inc., are Joint Mortgagors in the Mortgage; and

WHEREAS, payments have been made on the Original Note which is being amended and restated simultaneously herewith and in connection with the insolvency proceedings of Crystal;

NOW, THEREFORE, in consideration of the premises, the Mortgagors and Mortgagee hereby agree that the Mortgage is amended as follows:

1. Wherever the term "Mortgagors" appears in the Mortgage, such term shall mean Crystal U.S.A. Oil, Inc., Crystal Petroleum Company, Inc., and Willis Oil Company, Inc., jointly and severally, and their successors and assigns; and

2. The Mortgagors, jointly and severally are justly indebted to Charter International Oil Company, a corporation, in the principal sum of NINETY-SEVEN THOUSAND NINE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$97,914.00), evidenced by that certain Amended and Restated Note dated May 15, 1989, in the principal amount of \$97,914.00, executed by the Mortgagors and Joseph R. Saxon, individually, which Amended and Restated Note amends, renews and restates the presently outstanding balance due under the Original Note.

Chris Outlaw  
James, Johnston

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3. The Mortgagors, Crystal U.S.A. Oil, Inc., Crystal Petroleum Company, Inc., and Willis Oil Company, Inc., in order to secure the indebtedness due under the Original Note as modified by the Amended and Restated Note and in order to secure compliance with the terms and conditions hereof, do hereby jointly and severally acknowledge and ratify the execution of the original mortgage by Crystal U.S.A. Oil, Inc. to the Mortgagee and do hereby jointly and severally grant, bargain, sell, and convey to the Mortgagee the Real Estate described in the Mortgage, as also described in Exhibit A attached hereto and made a part hereof, together with:

(i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the improvements located thereon (the "Improvements") with respect to which the Mortgagors or any of them are the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases");

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagors or any of them may now be or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Mortgagors or any of them may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no event of default has occurred, the Mortgagors shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

(iv) any award, dividend or other payment made hereafter to the Mortgagors or any of them in any court procedure

involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagors hereby appoint the Mortgagee as the Mortgagors' irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment; and

(v) any payment made or due to the Mortgagors or any of them in connection with the granting to a lessee of any option to purchase or renewal right and any proceeds accruing to the Mortgagors or any of them from the exercise by a lessee of such option or right.

4. Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, Crystal U.S.A. Oil, Inc., Crystal Petroleum Company, Inc., and Willis Oil Company, Inc., and Charter International Oil Company have caused this instrument to be executed by their respective duly authorized corporate officers on the day and year first written above.

CRYSTAL U.S.A. OIL, INC.

By Joseph R. Saxon  
Its President

CRYSTAL PETROLEUM COMPANY, INC.

By Joseph R. Saxon  
Its President

WILLIS OIL COMPANY, INC.

By Joseph R. Saxon  
Its SECRETARY

CHARTER INTERNATIONAL OIL COMPANY

By MR Boyle  
Its Vice President

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that Joseph Saxon whose name as President of Crystal U.S.A. Oil, Inc., a corporation, 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 said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official Seal of office this 13 day of June, 1989.

Daniel D. Saxon  
Notary Public

My commission expires:

11/12/89

NOTARY MUST AFFIX SEAL

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that Joseph Saxon whose name as President of Crystal Petroleum Company, Inc., a corporation, 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 said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official Seal of office this 13 day of June, 1989.

Daniel D. Saxon  
Notary Public

My commission expires:

11/12/89

NOTARY MUST AFFIX SEAL

STATE OF ALABAMA     )  
                              )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that Joseph Saxon whose name as Secretary of Willis Oil Company, Inc., a corporation, 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 said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official Seal of office this 13 day of June, 1989.

Daniel D. Gresham  
Notary Public

My commission expires:

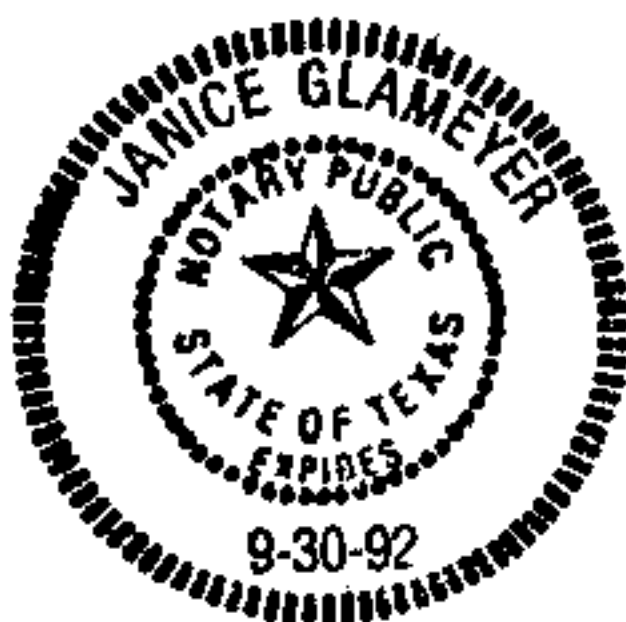
11/12/89

NOTARY MUST AFFIX SEAL

STATE OF TEXAS     )  
                              )  
HARRIS COUNTY     )

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that George R. Boyle whose name as Vice President of Charter International Oil Company, a corporation, 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 said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official Seal of office this  
27 day of June, 1989.



Janice Glameyer  
Notary Public

My commission expires:

9/30/92

NOTARY MUST AFFIX SEAL

This instrument prepared by:

Chris G. Outlaw  
CABANISS, JOHNSTON, GARDNER,  
DUMAS & O'NEAL  
1900 First National-Southern  
Natural Building  
Birmingham, Alabama 35203  
(205) 252-8800

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EXHIBIT A

Begin at the point of intersection of the East line of NE 1/4 of SE 1/4 of Section 2, Township 22, Range 3 West with the south line of the old Columbiana-Tuscaloosa public road, and run thence in a westerly direction along said road 900 feet, more or less; thence continue along said road in a northwesterly direction 543 feet, more or less; thence continue in a westerly direction along said road 1034 feet to the point of beginning of land herein conveyed; thence continue in a westerly direction along said road 210 feet, more or less, to the east line of the Montevallo-Ashville paved highway; thence along same in a southerly direction 332 feet, more or less, to the northwest corner of a lot owned by J. D. Holcombe, Jr.; thence east and perpendicular to said Montevallo-Ashville public road and along the north line of said J. D. Holcombe, Jr., lot 210 feet, more or less, to the northeast corner of said J. D. Holcombe, Jr., lot; thence north and parallel with the east line of said Montevallo-Ashville Road 332 feet, more or less, to the point of beginning; being situated in Section 2, Township 22, Range 3 West, Shelby County, Alabama.

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STATE OF ALABAMA  
I CERTIFY THE  
INSTRUMENT WAS FILED

89 JUN 29 PM 2:38

*Thomas W. Jones, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>17.50</u>
Index Fee	<u>2.00</u>
TOTAL	<u>19.50</u>