

1567

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY  
POST OFFICE BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
SHELBY COUNTY

ACCOMMODATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Whereas on the 27th day of February, 1989, William Elliott Murphy and William Edwin Murphy executed a ground lease with Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina covering the following described property:

Lot 6, Sector 1, Paradise Point Marina on Lay Lake.

And Whereas, on July 26th, 1989, said William Elliott Murphy and William Edwin Murphy further executed a mortgage and security agreement with First Alabama Bank of Shelby County, covering their leasehold interest in said property;

And Whereas under the terms of said lease, Jeff D. Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina, must consent in writing to the assignment of said leasehold interest;

Therefore, the parties hereto, do make the following agreement:

1. A default under the terms of the mortgage and/or note to First Alabama Bank of Shelby County, shall constitute a default under the terms of the lease.

2. In the event of such default, Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, do hereby agree to purchase the above secured debt, after notice in writing received from First Alabama Bank within 30 days of said default.

3. Upon payment of said debt, First Alabama Bank of Shelby County shall release the mortgage on the leasehold interest, and assign all interest they may have in said lease to Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina.

4. First Alabama Bank of Shelby County agrees to allow Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina, an adequate amount of time to secure funding for repurchase of above described security interest and agrees not to independently market or sublease said premises. If said Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, have not secured financing for repurchase within 90 days from notice in writing, First Alabama Bank shall have the right to independently market said property.

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IN WITNESS WHEREOF, we have set our hands and seals, this 26th day of July, 1989.

WITNESS

Jeff Falkner  
JEFF FALKNER

WITNESS

Janice M. Falkner  
JANICE M. FALKNER

WITNESS

Joe Tidmore  
JOE TIDMORE

Jeff Falkner  
BY: JEFF FALKNER, ATTORNEY IN FACT  
UNDER THE POWER OF ATTORNEY  
RECORDED IN REAL RECORD 233,  
PAGE 949, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

WITNESS

Brenda B. Tidmore  
BRENDA B. TIDMORE

Jeff Falkner  
BY: JEFF FALKNER, ATTORNEY IN FACT  
UNDER THE POWER OF ATTORNEY  
RECORDED IN REAL RECORD 233,  
PAGE 947, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

WITNESS

Charles Tidmore  
CHARLES TIDMORE

Jeff Falkner  
BY: JEFF FALKNER, ATTORNEY IN FACT  
UNDER THE POWER OF ATTORNEY  
RECORDED IN REAL RECORD 233,  
PAGE 951, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

WITNESS

Joyce Tidmore  
JOYCE TIDMORE

Jeff Falkner  
BY: JEFF FALKNER, ATTORNEY IN FACT  
UNDER THE POWER OF ATTORNEY  
RECORDED IN REAL RECORD 233,  
PAGE 948, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

FIRST ALABAMA BANK OF SHELBY COUNTY

WITNESS

BY: RUSSELL RASCO, BRANCH MANAGER

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Falkner, whose names is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of July, 1989.

Janet F. Pauson  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Falkner, whose name as attorney in fact for Janice M. Falkner, Joe Tidmore, Brenda B. Tidmore, Charles Tidmore, and Joyce Tidmore, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date, in his capacity as such attorney in fact.

Given under my hand and official seal, this 26th day of July, 1989.

Janet F. Pauson  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Russell Rasco, whose name as Branch Manager of First Alabama Bank of Shelby County, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal, this 26th day of July, 1989.

RECORDING FEES

Recording Fee \$ 7.50  
Index Fee 7.00  
TOTAL 14.50

Janet F. Pauson  
Notary Public

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JUDGE OF PROBATE