

Amendment to Mortgage Increasing Amount of Secured Debt

Mortgagor's name:	John Amos Furniture, Inc., previously	Tax I.D. or
	d/b/a Rooms for Today, now d/b/a	S.S. #
Mortgagor's name:	Rooms Galore	Tax I.D. or
		S.S. #
Mortgagor's name:		Tax I.D. or
		S.S. #
Mortgagee:	First Alabama Bank	Date of this amendment: March 15, 19 95
Date of mortgage:	May 25	19 94
Mortgage recorded in	Shelby County, Alabama	Book 1994-17443
Original amount of debt secured by mortgage:	\$ 724,500.00	Current balance: \$ 724,500.00
Amount of debt secured by amended mortgage:	\$ 724,500.00	

This agreement. This agreement is an amendment to the mortgage described above. In this agreement, we, us, and our mean the Mortgagee, First Alabama Bank, named above. You and your mean the Mortgagors named above, individually and together.

The mortgage. You gave a mortgage to us in order to secure your debt or another's debt. This mortgage is described above. You have asked us to amend or renew the terms of this debt and the terms of the mortgage. The terms of the debt will now be contained ~~xxxxxx~~ of the following loan agreements dated the same date as the date of this agreement:

- ☐ Fixed Rate Loan Agreement Secured By Real Estate (RES-152--1/87)
- ☐ Variable Interest Installment Loan Agreement Secured By Real Estate (RES-149--6/86)
- ☐ Variable Rate Consumer Loan Agreement Secured By Real Estate (REX-154--1/87)
- ☐ Commercial Loan Agreement (LON-153)
- ☐ Real Estate Mortgage Note (RE-112--10/82)
- ☐ Real Estate Loan Agreement--Amendment (LSRS-REL-AMEND 5/20/87)
- ☒ Construction and Permanent Loan Agreement and Master Promissory Note, as amended

The previous note representing the debt has not been cancelled.

Amount of debt secured by the mortgage. The original amount of the principal debt secured by the mortgage is stated above. The principal amount now to be secured by the mortgage is increased from the current balance to \$ 794,500.00.

Signatures. By signing this agreement under seal, you agree that the mortgage will remain in full force and that the only effect of this amendment is to increase the amount of debt secured by the mortgage. You also acknowledge that we've given you a completed copy of this agreement.

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

P. O. Box 131436  
Birmingham, AL 35213  
Address for notices  
  
Address for notices  
  
Address for notices

JOHN AMOS FURNITURE, INC., d/b/a  
x ROOMS GALORE L.S.  
Mortgagor  
  
x By: John A. Marks L.S.  
Mortgagor John A. Marks  
Its President  
  
x L.S.  
Mortgagor

Inst # 1995-08019

FIRST ALABAMA BANK

By: Scott B. Reed  
Its Loan Officer

03/29/1995-08019  
11:19 AM CERTIFIED  
LSR SHELBY COUNTY JUDGE OF PROBATE  
003 SHN 118.50

Amendment to Mortgage Increasing Amount of Secured Debt

THE STATE OF ALABAMA,  
\_\_\_\_\_ COUNTY.

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

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

THE STATE OF ALABAMA,  
\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name \_\_\_\_\_ signed to the foregoing conveyance and who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

THE STATE OF ALABAMA,  
**JEFFERSON** COUNTY.

I, the undersigned, a Notary Public in said State, hereby certify that John A. Marks whose name as President of John Amos Furniture, Inc., d/b/a Rooms Galore, 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 voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 15th day of March, 19 95.

Bessie L. Bailey  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land located in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31, thence run Northerly along the 1/4 line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 240.00 feet to the point of beginning; thence continue along the same course 277.88 feet; thence right 106 degrees 46 minutes 08 seconds, 374.13 feet to the Southeast R.O.W. of Alabama Highway No. 119; thence right 86 degrees 37 minutes 08 seconds to the chord of a curve to the left with a radius of 1949.89 feet and a central angle of 6 degrees 45 minutes 44 seconds; thence run along the arc of said curve 230.13 feet being along the Southerly R.O.W. of Alabama Highway No. 119; thence interior left Southeasterly 93 degrees 22 minutes 52 seconds from said chord 309.67 feet to the point of beginning.

SUBJECT TO:

1. Ad valorem taxes for 1994, which are not due and payable until October 1, 1994, and taxes for subsequent years.
2. Less and except any part of subject property that may lie within a road right of way.
3. The rights of upstream and downstream riparian owners with respect to Bishop Creek, bordering subject property.
4. Coal, oil, gas and other mineral interests in, to or under the land herein described.

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SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 118.50