

**STATE OF ALABAMA
COUNTY OF SHELBY**

**AGREEMENT REINSTATING MORTGAGE RELEASED IN ERROR, AND
PARTIALLY RELEASING PROPERTY FROM MORTGAGE**

This Agreement Reinstating Mortgage Released In Error, and Partially Releasing Property From Mortgage, is entered into on this 23 day of March, 2000, by and between Terryco, L.L.C., a limited liability company, now by name change Ponder Properties, L.L.C., (hereinafter "Mortgagor"), R. Terry Ponder, an unmarried man (hereinafter "Guarantor" and/or "Additional Mortgagor") and Compass Bank, (hereinafter "Compass Bank").

WHEREAS, on December 19, 1997, Mortgagor along with R. Terry Ponder and Kathy Ponder, husband and wife, (hereinafter "Additional Mortgagors") executed a mortgage to Compass Bank, on Parcel Numbers I, II, III and IV, as described in Exhibit "A" attached hereto and incorporated herein by this reference, (hereinafter the "Mortgaged Property") said mortgage being filed for record on December 31, 1997, as Instrument # 1997-42535, in the Office of the Judge of Probate of Shelby County, Alabama, and re-filed for record as Instrument # 9803/2417, in the Office of the Judge of Probate of Jefferson County, Alabama (hereinafter "Mortgage"); and

WHEREAS, Mortgagor and Additional Mortgagors, requested Compass Bank to release Parcel IV of the Mortgaged Property from the Mortgage, for the purpose of allowing the sale of Parcel IV of the Mortgaged Property; and

WHEREAS, Compass Bank agreed to release Parcel IV of the Mortgaged Property from the Mortgage, and agreed to prepare and file a release of Parcel IV of the Mortgaged Property in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, by Instrument recorded on September 14, 1999, as Instrument # 1999-38423, in the Office of the Judge of Probate of Shelby County, Alabama, Compass Bank, in attempting to release only Parcel IV of the Mortgaged Property from the Mortgage, **erroneously satisfied and released the entire Mortgage** (hereinafter the "Satisfaction and Release of Mortgage"); and

WHEREAS, Compass Bank declares said Satisfaction and Release of Mortgage to be null and void and intends by this declaration to reinstate the Mortgage; and

WHEREAS, Compass Bank still desires to release Parcel IV of the Mortgaged Property from the lien of the Mortgage, effective August 16, 1999, while specifically retaining the Mortgage as to Parcels I, II, and III of the Mortgaged Property; and

WHEREAS, Mortgagor and Additional Mortgagor, acknowledge and agree that it was the intent of Mortgagor and Additional Mortgagors and Compass Bank to merely release Parcel IV of the Mortgaged Property from the Mortgage, to allow Additional Mortgagor to sell Parcel IV free and clear of the Mortgage, and to keep the Mortgage in full force and effect as to Parcels I, II and III of the Mortgaged Property; and

03/24/2000-09448

10:11 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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16.00

INS# 2000-09448

WHEREAS, it being distinctly understood and agreed by both Compass Bank (as Mortgagee) and Ponder Properties, L.L.C., successor by name change to Terryco, L.L.C. (as Mortgagor), and R. Terry Ponder, (as Additional Mortgagor and Guarantor) that Parcels I, II and III of the Mortgaged Property described and conveyed in the Mortgage, shall be and continue to remain in all respects subject to the Mortgage, and that all the covenants and undertakings of the Mortgage and the note thereby secured shall continue in force and effect, and the said Compass Bank shall continue to have all rights and powers granted to it under said Mortgage.

NOW, THEREFORE, IT IS HEREBY AGREED:


1. The Satisfaction and Release of Mortgage is null and void, and the Mortgage is reinstated and intended to be an effective and binding mortgage as of the date of its execution and recording, just as if the Satisfaction and Release of Mortgage had never been executed and filed of record.
2. Compass Bank hereby does release Parcel IV of the Mortgaged Property from the lien of said Mortgage, hereby specifically retaining the Mortgage with respect to Parcels I, II and III, of the Mortgaged Property.
3. The effective date of the release of Parcel IV of the Mortgaged Property from the Mortgage was and is September 14, 1999.
4. It is hereby distinctly understood and agreed by both Compass Bank (as Mortgagee) and Ponder Properties, L.L.C., successor by name change to Terryco, L.L.C. (as Mortgagor), and R. Terry Ponder, an unmarried man (as Additional Mortgagor and Guarantor) that the Mortgage is reinstated and Parcels I, II and III of the Mortgaged Property as described in Exhibit "A" hereto, and in the Mortgage, shall be and continue to remain in all respects subject to the Mortgage, and that all the rights, obligations, covenants and undertakings contained in or arising from the Mortgage and the note and other loan documents secured thereby, shall continue in full force and effect, and binding on Mortgagor and Guarantor, and the said Compass Bank shall continue to have all rights and powers granted to it under said Mortgage to the same extent as Compass Bank would have if the Satisfaction and Release of Mortgage had never been filed.

IN WITNESS WHEREOF, said Compass Bank as Mortgagee and Ponder Properties, L.L.C., as Mortgagor and R. Terry Ponder, as Additional Mortgagor and Guarantor, have caused these presents to be signed on this 23 day of March, 2000.

Compass Bank (Mortgagee):

Compass Bank

By:


Steven M. Palm, Vice President

Mortgagor:

Ponder Properties, L.L.C.

By:

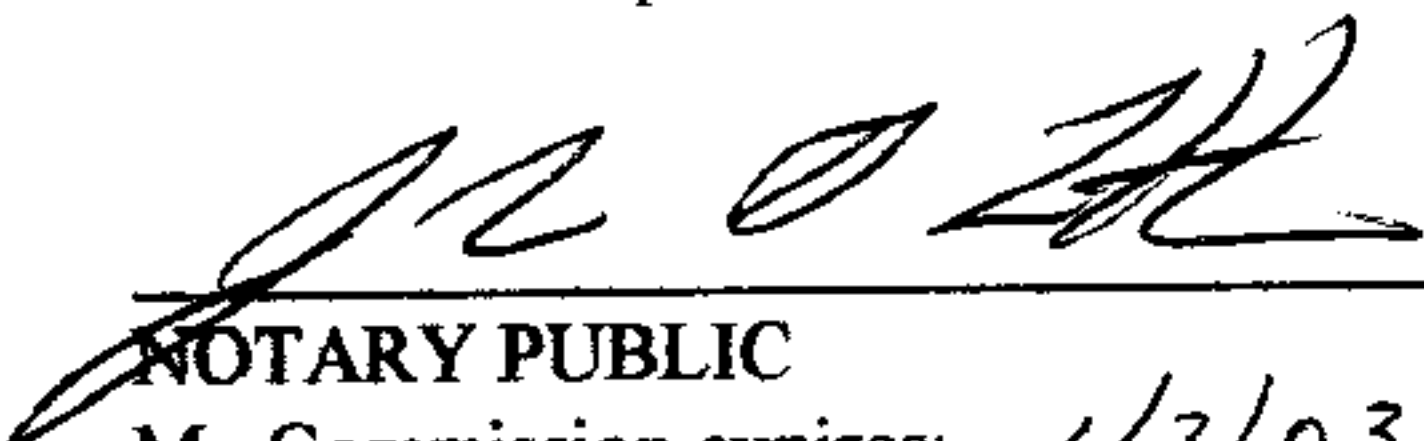

Terry Ponder, Managing Member

Additional Mortgagor/Guarantor:


R. Terry Ponder

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, John G. Lowther, a Notary Public in and for said County in said State, hereby certify that Steven M. Palm, whose name as Vice President of Compass Bank, 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 aforesaid instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Compass Bank on this 22 day of March, 2000.


NOTARY PUBLIC

My Commission expires: 1/3/03

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Terry Ponder whose name as Managing Member of Ponder Properties, L.L.C. (formerly Terryco, L.L.C.) 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 Managing Member and with full authority executed the same voluntarily for and as the act of said limited liability company on this 23 day of March, 2000.


NOTARY PUBLIC

My Commission expires: 1/3/03

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for said County in said State, hereby certify that R. Terry Ponder whose name 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 executed the same voluntarily on this 23 day of March, 2000.


NOTARY PUBLIC

My Commission expires: 1/3/03

EXHIBIT "A"

PARCEL I:

Lot 8, according to the Survey of Lot 8, Greystone Highlands Commercial Subdivision, as recorded in Map Book 19, page 56, in the Probate Office of Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 19, Township 16 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 16 South, Range 1 West; thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 279.04 feet; thence turn an angle to the right of 90°07' and run North 89°53' West for a distance of 597.45 feet to the point of beginning; from the point of beginning thus obtained, thence continue North 89°53' West for a distance of 150 feet to a point on the Easterly right of way line of New Center Point Highway; thence turn an angle to the left of 90°21'16" (said angle being measured from last described course to the chord of the preceding course) said course being situated on a curve having a central angle of 0°49'02" and a radius of 5,609.60 feet; thence along the arc in a Southerly direction for a distance of 80.01 feet; thence turn an angle to the left of 89°38'44" (said angle being measured from chord of last described course to the preceding course) and run South 89°53' East for a distance of 150.79 feet; thence turn an angle to the left of 90°55' and run North 0°48' West for distance of 80.02 feet to the Point of Beginning.

Situated in Jefferson County, Alabama, Birmingham Division.

PARCEL III:

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama the point of beginning being marked by an existing 2" iron pipe; thence West a distance of 290.12 feet to an existing iron pin being on the East right of way line of U. S. Highway #31; thence turn an angle to the right of 116°13'52" and run in a Northeasterly direction for a distance of 241.76 feet to an existing iron pin, being on the East right of way line of U. S. Highway #31; thence turn an angle to the right of 63°34'57" and run in an Easterly direction for a distance of 160.9 feet to an existing iron rebar being on the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an angle to the right of 84°18'04" and run in a Southerly direction along said East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance being the same property conveyed to Terry Ponder in Shelby Real 230, page 237 in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

PARCEL IV

Lot 3245, according to the Survey of Riverchase Country Club, 32nd Addition, as recorded in Map Book 14, Page 53 "A" and "B", in the Probate Office of Shelby County, Alabama.

Inst # 2000-09448

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10:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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