

495  
AMENDMENT TO: MORTGAGE AND  
ASSIGNMENT OF LESSOR'S INTEREST



19801218000143650 1/10 \$.00  
Shelby Cnty Judge of Probate, AL  
12/18/1980 12:00:00 AM FILED/CERT

STATE OF ALABAMA )  
SHELBY COUNTY )

This AGREEMENT entered into on this the 18 day of December, 1980, by and between WREN DEVELOPMENT, a general partnership created and existing under the laws of Alabama, whose membership consists of Harold W. Ripps, Fanny Ripps Meisler, Herbert A. Meisler, J. Wallace Nall and Alfred J. Wolnski, (herein called "Mortgagor"); and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK (herein called "Mortgagee");

W I T N E S S E T H :

Mortgagee, by commitment letter dated June 21, 1979, committed to make a loan to Mortgagor in the amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) ("Commitment") upon the terms and conditions therein set forth. The loan was to be evidenced by a promissory note and secured by a mortgage on real estate in Shelby County, Alabama on which two combination office and warehouse buildings were to be constructed. The Commitment provided, among other things, that upon completion of the first building, a disbursement of One Million Twenty-five Thousand Dollars (\$1,025,000.00) would be made to Mortgagor, and that, provided the second building was commenced on or before June 1, 1980 and completed in accordance with the terms and provisions of the Commitment, then the remaining funds in the amount of One Million Two Hundred Twenty-five Thousand Dollars (\$1,225,000.00) would be disbursed.

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The first building was completed in September, 1979, and the said first disbursement was made on September 26, 1979. The second building has now been completed on the mortgaged property in compliance with the terms and conditions of the Commitment, and Mortgagee intends to disburse to Mortgagor contemporaneously herewith the sum of One Million Two Hundred Twenty-five Thousand Dollars (\$1,225,000.00).

At the time the original disbursement was made, Mortgagor, in addition to the said mortgage, executed an Assignment of Lessor's Interest with respect to all leases then existing and thereafter becoming effective with respect to that part of the mortgaged property on which the first building was constructed. Mortgagor agreed at the time the initial disbursement was made that it would, at the time of the subsequent disbursement, mortgage to Mortgagee an additional access easement across adjoining property to serve the mortgaged property. The parties now wish to amend the original mortgage and Assignment of Lessor's Interest to acknowledge that the said additional disbursement has been made and that the total indebtedness is secured by the mortgage and Assignment of Lessor's Interest as hereby amended.

NOW, THEREFORE, in consideration of the premises, and as an inducement by Mortgagor to Mortgagee to disburse the said additional sum of One Million Two Hundred Twenty-five Thousand Dollars (\$1,225,000.00), the parties hereto agree as follows:

1. Mortgagor acknowledges receipt of said sum of \$1,225,000.00 and agrees that said sum is and shall be



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evidenced by the note executed by Mortgagor to Mortgagee in the amount of \$2,250,000.00 dated September 26, 1979, and that the total indebtedness is and shall be secured by the mortgage executed on the same date and recorded in Book 396 at page 616 of the Shelby County Probate Records, ("Mortgage") and the other instruments of security executed contemporaneously therewith.

2. The Mortgage is hereby modified and amended to include the access easement described in Exhibit "A" attached hereto and made a part hereof; and Mortgagor does by these presents grant, bargain, sell, mortgage and convey unto Mortgagee, its successors and assigns, the easement upon, over and across the real property described in said Exhibit "A"; TO HAVE AND TO HOLD unto Mortgagee, its successors and assigns, upon the same terms and conditions as are applicable to all of the other property and interests in real property originally described in the Mortgage.

3. The Assignment of Lessor's Interest which was executed by Mortgagor on September 26, 1979, and recorded in Book 32 at page 886 of said Probate Records is hereby modified and amended to specifically include, and Mortgagor does hereby transfer, assign, set over and convey unto Mortgagee, the additional leases which are described in Exhibit "B" attached hereto, together with all other leases now or hereafter affecting not only the real property described in said instrument recorded in Book 32 at page 886 of said Probate Records, but all such leases which may affect the real property in Shelby County, Alabama which is described in Exhibit "C" hereto and made a part hereof, to have and to hold the same unto Mortgagee upon all of the terms and conditions set forth in said Assignment of Lessor's Interest.



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4. Except as hereby amended and modified, the Mortgage and Assignment of Lessor's Interest shall remain in effect as written and, as modified herein, are hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed for and in its name and on its behalf by all of its partners; and Mortgagee has caused these presents to be executed for and in its name by its duly authorized officers, on this the 18 day of December, 1980.

WREN DEVELOPMENT

By Harold W. Ripps  
Harold W. Ripps

By Fanny Ripps Meisler  
Fanny Ripps Meisler

By Herbert A. Meisler  
Herbert A. Meisler

By J. Wallace Mall  
J. Wallace Mall

By Alfred J. Wolnski  
Alfred J. Wolnski

Partners

Mortgagor

THE MUTUAL LIFE INSURANCE COMPANY  
OF NEW YORK

By Alfred W. [Signature]  
Its Vice President

ATTEST:

Patricia [Signature]  
Its Assistant Secretary



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Mortgagee

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STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority in and for said county in said state, hereby certify that Harold W. Ripps, whose name as a general partner of Wren Development 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 on behalf of said partnership.

Given under my hand and official seal this 11 day of December, 1980.

[Signature]  
Notary Public

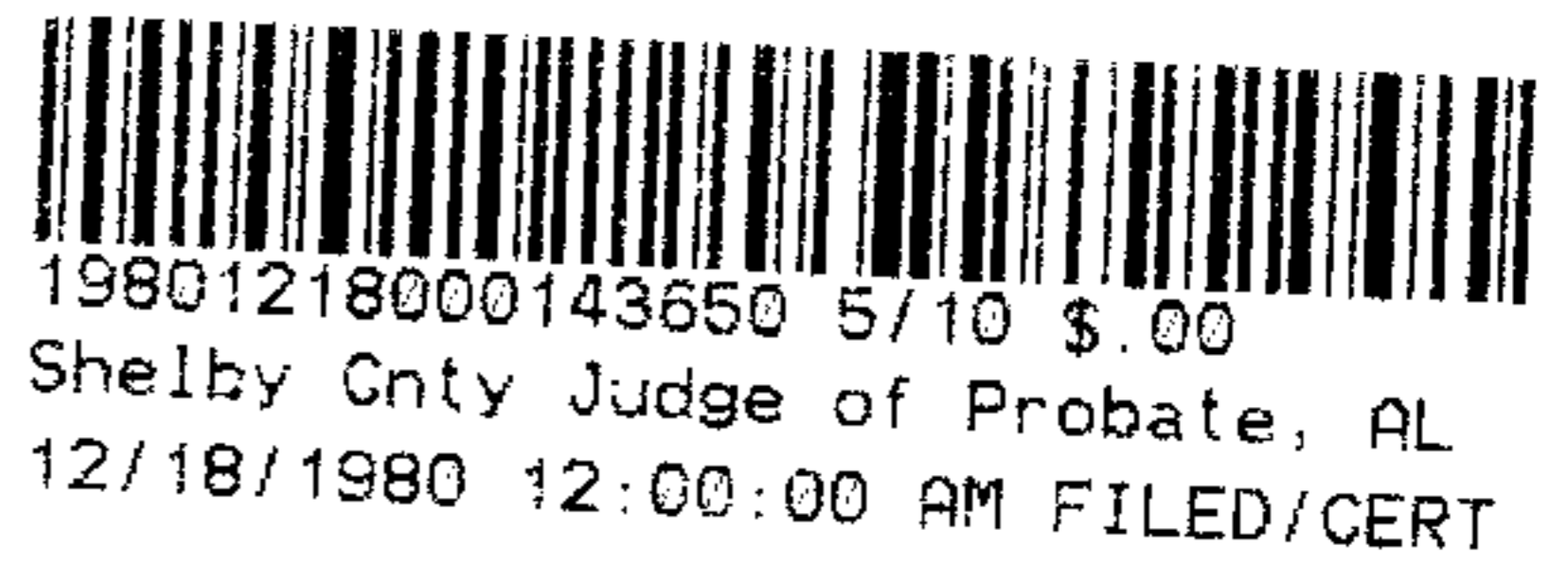
[Notarial Seal]

My Commission expires: 4-23-81

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STATE OF ALABAMA )

JEFFERSON COUNTY )



I, the undersigned authority in and for said county in said state, hereby certify that Fanny Riips Meisler, whose name as a general partner of Wren Development 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, she, as such officer and with full authority, executed the same voluntarily for and on behalf of said partnership.

Given under my hand and official seal this 11 day of December, 1980.

[Signature]  
Notary Public

[Notarial Seal]

My Commission expires: 4-23-81

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority in and for said county in said state, hereby certify that Herbert A. Meisler, whose name as a general partner of Wren Development 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 on behalf of said partnership.

Given under my hand and official seal this 15 day of December, 1980.

[Signature]  
Notary Public

[Notarial Seal]

My Commission expires: 11-27-81

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STATE OF ALABAMA )

JEFFERSON COUNTY )


I, the undersigned authority in and for said county in said state, hereby certify that J. Wallace Nall, whose name as a general partner of Wren Development 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 on behalf of said partnership.

Given under my hand and official seal this 15 day of December, 1980.

[Signature]  
Notary Public

[Notarial Seal]

My Commission expires: 11-27-81

  
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STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority in and for said county in said state, hereby certify that Alfred J. Wolnski, whose name as a general partner of Wren Development 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 on behalf of said partnership.

Given under my hand and official seal this 10th day of December, 1980.

[Signature]  
Notary Public

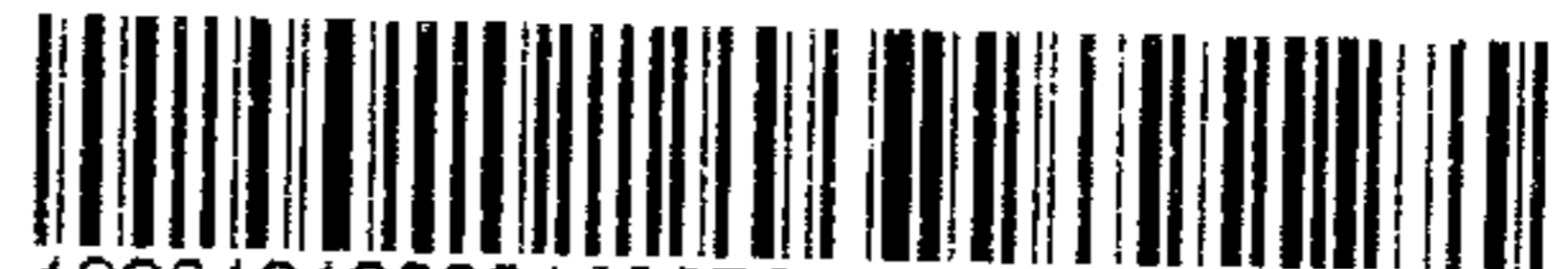
[Notarial Seal]

My Commission expires: 4-23-81

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STATE OF NEW YORK )

COUNTY OF NEW YORK )

  
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I, the undersigned authority in and for said county in said state, hereby certify that Allan H. Glidden, whose name as Vice President of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, 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 the 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 this 22nd day of December, 1980.

[Signature]  
Notary Public

[Notarial Seal]

My Commission expires: 3-30-81

LYONS BROS  
NOTARY PUBLIC  
Term Expires 12/31/80

EXHIBIT A

An access easement for vehicular and pedestrian ingress and egress to and from Riverchase Parkway East upon, over and across the following described parcel of land situated in Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, to-wit:

Commence at the NE corner of Section 30; thence West along the North line of said section, 1,245.86 feet; thence 90°00'00" left, 431.26 feet to a point, said point also being on the Southwesterly right-of-way of Riverchase Parkway East; thence 111°16'33" right, leaving said right-of-way, 127.85 feet; thence 27°54'00" left, 454.41 feet; thence 20°43'00" right, 201.67 feet; thence 112°46'30" right, 68.17 feet to the point of beginning; thence turn an angle to the right of 85°35'30" and run in a Southeasterly direction for a distance of 91.45 feet; thence turn an angle to the left of 17°45' and run in an easterly direction for a distance of 74.66 feet; thence turn an angle to the left of 14°25' and run in an easterly direction for a distance of 110.14 feet; thence turn an angle to the left of 5°12'30" and run in an easterly direction for a distance of 164.66 feet; thence turn an angle to the left of 10°54'40" and run in an Easterly direction for a distance of 64.99 feet; thence turn an angle to the left of 20°45'30" and run in a Northeasterly direction for a distance of 58.74 feet; thence turn an angle to the left of 16°52'10" and run in a Northeasterly direction for a distance of 101 feet, more or less, to a point on the Southwest right-of-way line of Riverchase Parkway East, being the point of ending.

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EXHIBIT "B"

TENANT	FLOOR AREA IN SQ. FT.	TERM OF LEASE	EXPIRATION DATE
(West Wing - 2190 Parkway Lake Drive) (Bldg. No. 1)			
Fantastic Sam's of Birmingham, Inc. Suite H	1700	3 years	10/31/83
(East Wing - 2192 Parkway Lake Drive) (Bldg. No. 1)			
Acosta Sales of Alabama Suite A	3210	5 years	8/31/85
Piedmont Paints & Primers Suite J	2400	mo. to mo.	
Hanes D.S.D. (L'eggs) Suite K	7200	1 year	10/14/81
(East Wing - 255 Riverchase Parkway East) (Bldg. No. 2)			
Universal Chemicals, Inc. Suite A	4800	5 years	7/31/84
Acoustics Development Corp. Suite B	4800	2 years	11/18/81
W. M. Industries, Inc. Suite D	2400	3 years	6/30/83
Graham Equipment Co. Suite E	2400	1 year	1/31/81
Wayne Electric Co. Suite F	2400	3 years	12/31/82
Industrial Drive Maintenance, Inc. Suite G	2400	3 years	10/31/83
H. C. Miller Co., Inc. Suite H	2400	2 years	11/30/81
Fisk Telephone Systems Suite K	4400	3 years	10/30/82
Vali Air Controls, Inc. Suite M	1650	3 years	6/17/82
(West Wing - 2194 Parkway Lake Drive) (Bldg. No. 2)			
Dent Insulation Co. Suite A	9000	5 years	6/30/85
Mincon Tire & Supply Inc. (w/Hughes Tool Co.) Suite D	6000	5 years	2/14/85
Powermotion, Inc. Suite J	9000	5 yrs., 3 mos.	8/31/84
Templin Vending Service, Inc. Suite K	1800	3 years	4/30/81

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EXHIBIT "C"

A Tract of land situated in the SW 1/4 of the SE 1/4 and in the SE 1/4 of the SW 1/4 of Section 19 and in the NE 1/4 of the NW 1/4 and in the NW 1/4 of the NE 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of section 30; thence West along the North line of said section, 2,351.92 feet to the point of beginning; thence  $56^{\circ}32'57''$  right, 133.23 feet to the Southeasterly right-of-way of Parkway Lake Drive and a curve to the right, said curve having a central angle of  $58^{\circ}04'32''$  and a radius of 630.00 feet; thence  $90^{\circ}00'00''$  left, to the tangent of said curve and along the arc of said curve and said right-of-way, 413.67 feet; thence tangent to said curve and along said right-of-way, 31.79 feet; thence  $106^{\circ}03'00''$  left and leaving said right-of-way, 437.31 feet; thence  $90^{\circ}00'00''$  left, 494.05 feet; thence  $90^{\circ}28'31''$  left, 326.03 feet; thence  $21^{\circ}33'04''$  left, 0.99 feet to the point of beginning and containing 204,219 square feet or 4.69 acres, more or less.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1981 JAN 19 AM 8:42

*Thomas A. ...*  
JUDGE OF PROBATE

Recd 15.00  
Jud. 1.00  

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16.00