


549
ADDENDUM TO AGREEMENT

This Addendum to Agreement is entered into on the 2nd day of Oct, 1980 by and among National Bank of Commerce of Birmingham, a national banking association (the "Bank"), the Omelet Shoppe, Inc., an Ala corporation ("Omelet Shoppe"), William R. Ingram ("Ingram"), Jimmie Sue Walker ("Walker") and Chester Ingram ("Chester Ingram"), and the respective spouses of Ingram, Walker and Chester Ingram.


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Shelby Cnty Judge of Probate, AL
01/20/1981 12:00:00 AM FILED/CERT

Recitals

A. The Bank, Omelet Shoppe, Ingram, Walker, Chester Ingram, and the respective spouses of Ingram, Walker and Chester Ingram have entered into that certain Agreement dated Oct 2, 1980 (the "Agreement"). All capitalized terms used herein shall have the same meaning as defined in the Agreement.

B. The parties hereto desire to amend the Agreement as provided herein.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties herein contained, the parties hereto hereby agree as follows:

1. On page 2 of the Agreement, the last sentence of paragraph 1 is deleted in its entirety and the following sentence shall be added in lieu thereof:

The Certificate of Deposit shall be pledged by Ingram, Walker and Chester Ingram to the Bank as security for the Guaranties in substitution for the Mortgage and to Omelet Shoppe as security for the lien of the Judgment.

2. On page 2 of the Agreement, the first sentence of paragraph 3 is deleted in its entirety and the following sentence shall be substituted in lieu thereof:

Ingram, Walker and Chester Ingram agree to deliver possession of the Certificate of Deposit to the Bank and Omelet Shoppe and to execute a pledge and security agreement granting to the Bank a first security interest in the Certificate of Deposit as security for the Guaranties (the "Bank Security Agreement").

3. On page 3 of the Agreement, in the last sentence of paragraph 5, the words "in its sole discretion" shall be deleted.

4. On page 3 of the Agreement, in paragraph 8, the words "indemnifies and" shall be deleted.

5. On page 3 of the Agreement, paragraph 9 is deleted in its entirety and the following paragraph shall be substituted in lieu thereof:

BOOK 39 PAGE 186

9. It is the intention of the parties that the security interest granted to Omelet Shoppe shall secure the indebtedness of Ingram to the Omelet Shoppe to the extent that said indebtedness was established in the litigations between the parties in the Circuit Court, Tenth Judicial Circuit of Alabama, in Case Nos. 79-237, 79-307, and 79-442, which judgment has been affirmed by the Supreme Court of Alabama.

6. Suit has been filed in the Bankruptcy Court to set aside a conveyance by Ingram to Walker and Chester Ingram, which is currently pending. It is the intention of the parties to this Agreement that if Omelet Shoppe is unsuccessful in having said conveyance determined to be a fraudulent conveyance as to their interest, that the security interest granted hereby shall be terminated. If that court or any other court shall hold that the conveyance from Ingram to Walker and Chester Ingram is a fraudulent conveyance, then the collateral shall stand and be subject to that indebtedness. Nothing contained in this Agreement shall prohibit or bar the Omelet Shoppe from pursuing any other remedies or rights or collection processes that it may have to liquidate or collect the indebtedness owed by Ingram to the Omelet Shoppe.

7. Except as specifically amended herein, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed or caused this agreement to be executed as of the day and year first above written.



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Shelby Cnty Judge of Probate, AL
01/20/1981 12:00:00 AM FILED/CERT

NATIONAL BANK OF COMMERCE
OF BIRMINGHAM

By [Signature]

Its [Signature]

OMELET SHOPPE, INC.

By [Signature]

Its [Signature]

[Signature]
William R. Ingram

[Signature]
Jimmie Sue Walker

[Signature]
David Clyde Walker

[Signature]
Chester Ingram

[Signature]
Louise Ingram

BOOK 33 PAGE 187

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Susie B. Collier, a Notary Public in
and for said county in said state, hereby certify that W. Stubbins III, whose name as First Vice President
of the National Bank of Commerce of Birmingham, is signed to the
foregoing Addendum to Agreement, and who is known to me,
acknowledged before me on this day that, being informed of the
contents of the above and foregoing Addendum to Agreement,
he/she, as such officer and with full authority, executed the
same voluntarily for and as the act of said National Bank of
Commerce of Birmingham on the day the same bears date.

Given under my hand and official seal of office, this
9th day of October, 1980.

Susie B. Collier
Notary Public

My commission expires: _____
MY COMMISSION EXPIRES MAY 8, 1984

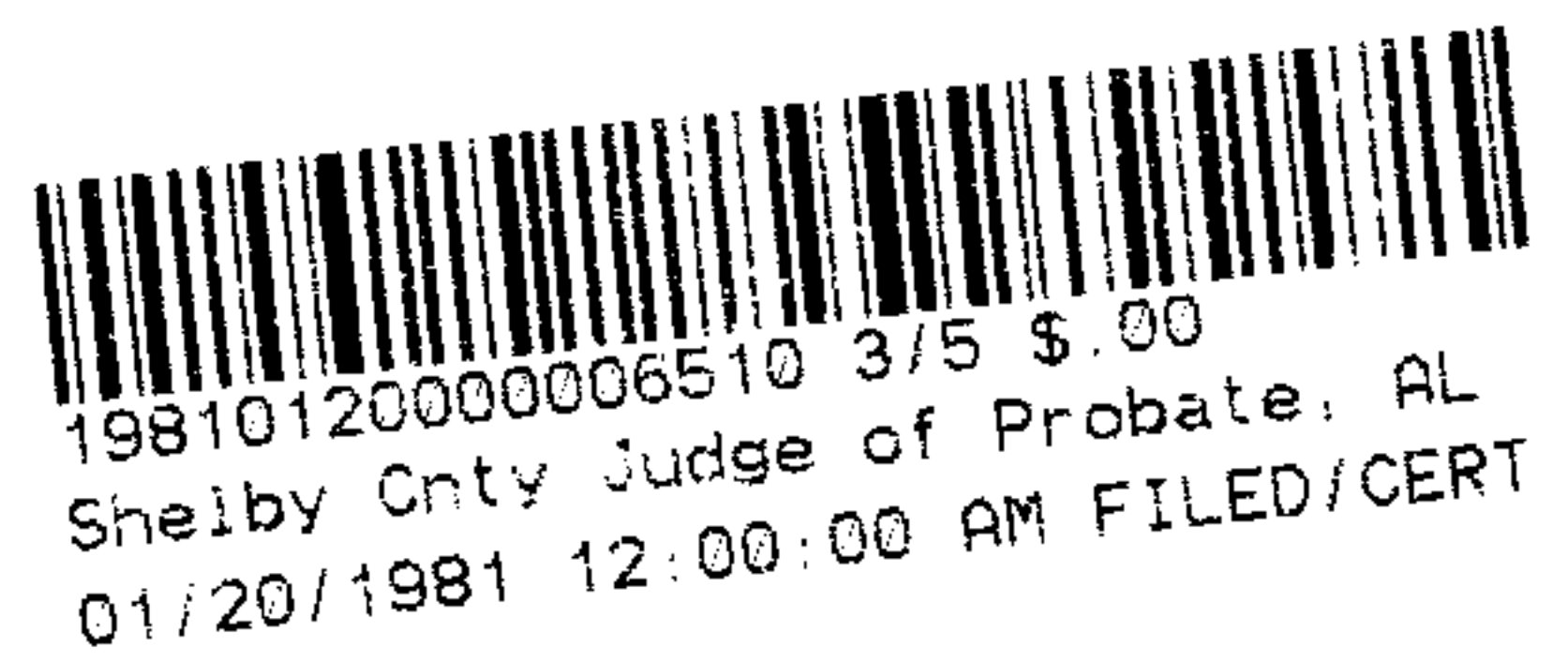
STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Robert Shum, a Notary Public in
and for said county in said state, hereby certify that _____
Charles D. Dwyer, whose name as attys
of the Omelet Shoppe, Inc., is signed to the foregoing Addendum
to Agreement, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the above and
foregoing Addendum to Agreement, he/she, in his/her capacity
as such attys, and with full authority, executed
the same voluntarily for and as the act of said Omelet Shoppe,
Inc., on the day the same bears date.

Given under my hand and official seal of office, this
2nd day of Dec, 1980.

Robert Shum
Notary Public

My commission expires: 10/29/83



STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, Robert Shum, a Notary Public in
and for said county in said state, hereby certify that William
R. Ingram, whose name is signed to the foregoing Addendum to
Agreement, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the above and
foregoing Addendum to Agreement, he executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal of office this
16th day of Dec, 1980.

Robert Shum
Notary Public

My commission expires: 10/31/80

BOOK 39 PAGE 188

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jimmie Sue Walker, whose name is signed to the foregoing Addendum to Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Addendum to Agreement, she executed the same voluntarily on the day the same bears date.

16th Given under my hand and official seal of office this day of October, 1980.

[Signature]
Notary Public
My commission expires: 10-31-83

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Clyde Walker, whose name is signed to the foregoing Addendum to Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Addendum to Agreement, he executed the same voluntarily on the day the same bears date.

16 Given under my hand and official seal of office this day of Oct, 1980.

[Signature]
Notary Public
My commission expires: 10/31/83

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Chester Ingram, whose name is signed to the foregoing Addendum to Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Addendum to Agreement, he executed the same voluntarily on the day the same bears date.

16 Given under my hand and official seal of office this day of Oct, 1980.

[Signature]
Notary Public
My commission expires: 10/31/83

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Shelby Cnty Judge of Probate, AL
01/20/1981 12:00:00 AM FILED/CERT

BOOK 39 PAGE 189

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Louise Ingram, whose name is signed to the foregoing Addendum to Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing Addendum to Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 16 day of Oct, 1980.

[Signature]
 Notary Public

My commission expires: 11/3/83

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 Shelby Cnty Judge of Probate, AL
 01/20/1981 12:00:00 AM FILED/CERT

BOOK 39 PAGE 190

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1981 JAN 20 AM 11:11

[Signature]
 JUDGE OF PROBATE

Rec'd 7.50
 Jud 1.00
8.50