

STATE OF ALABAMA )  
 )  
COUNTIES OF ST. CLAIR AND )  
JEFFERSON AND SHELBY )

666

FIRST AMENDMENT TO MORTGAGE  
AND TO ASSIGNMENT OF RENTS AND LEASES

19810223000019870 1/4 \$ .00  
Shelby Cnty Judge of Probate, AL  
02/23/1981 12:00:00 AM FILED/CERT

This Agreement by and between Roger Massey and wife, Patricia S. Massey ("Mortgagors") and Central Bank of Birmingham, an Alabama banking corporation ("Mortgagee") executed and delivered as of the 15 day of January, 1981.

WHEREAS, Andrew A. Smith, Jr., and wife, Kathryn Lynn Smith and Paul Graves Smith and wife, Janet M. Smith ("Borrowers") executed a certain mortgage ("Mortgage") dated November 4, 1976, in favor of Mortgagee, said Mortgage being recorded in Real Volume 295, page 844, Probate Office of Jefferson County, Alabama, Bessemer Division, and Real Volume 149, page 468, Probate Office of St. Clair County, Alabama, Pell City Division, such Mortgage being given to secure a loan by Mortgagee to Borrowers in the principal amount of \$200,000.00, as evidenced by the promissory note ("Note") referred to in the Mortgage; and

WHEREAS, Borrowers executed in favor of Mortgagee that certain Assignment of Rents and Leases dated November 4, 1976, and recorded in Real Volume 351, page 834, Probate Office of Jefferson County, Alabama, Bessemer Division, and Real Volume 123, page 434, Probate Office of St. Clair County, Pell City Division (the "Assignment of Rents"), such Assignment of Rents being given as additional security for said Note; and

WHEREAS, Mortgagors are purchasing part of the real property covered by said Mortgage from Borrowers and Mortgagee has consented to the assumption of said Note, Mortgage and Assignment of Rents by Mortgagors.

NOW, THEREFOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagors and Mortgagee agree as follows:

**CENTRAL  
BANK**  
OF BIRMINGHAM

P.O. BOX 7750  
BIRMINGHAM, AL 35202

1. Mortgagors hereby assume the aforementioned Note, Mortgage and Assignment of Rents and agree and covenant to pay said Note as and when due and to comply with and be governed by the terms and conditions of said Note, Mortgage and Assignment of Rents.

2. Mortgagee acknowledges that the present principal balance due on said Note is \$184,788.75, and that all interest has been paid through October 15, 1980.

3. Furthermore, as an inducement for Mortgagee to agree to the assumption of the Note, Mortgage and Assignment of Rents, the Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagee and subject to the terms and conditions of the Mortgage, as amended herein, and of the Assignment of Rents, as amended herein, and said Mortgage and Assignment of Rents are amended to include that additional certain real property described in "Exhibit A" hereto.

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IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals on this the 15 day of January, 1981.

CENTRAL BANK OF BIRMINGHAM


BY: Kenneth P. Sanders  
Its: Vice President

Roger Massey  
Roger Massey

Patricia S. Massey  
Patricia S. Massey

STATE OF ALABAMA

COUNTY OF JEFFERSON

  
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roger Massey and Patricia S. Massey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of January, 1981.

Teresa Anne R. Marcus  
Notary Public

MY COMMISSION EXPIRES MAY 2, 1982



STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenneth L. Sanders, whose name as Vice President of Central Bank of Birmingham, an Alabama banking 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 such 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 January, 1981.

Jeresa Anne R. Marcua  
Notary Public

EX COMMISSION EXPIRES MAY 2, 1983



19810223000019870 3/4 \$ 00  
Shelby Cnty Judge of Probate, AL  
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EXHIBIT "A"

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BOOK

All of the North Half ( $N\frac{1}{2}$ ) of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 2, Township 21 S., Range 3 West lying West of the Right of Way line of the South bound track of the Louisville and Nashville R. R. more particularly described as follows: Begin at the Northwest corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2, Township 21 S., Range 3 W.; thence run Southerly along the West boundary line of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2, Township 21 S., Range 3 West 660.84 feet more or less, to the SW corner of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2, Township 21 S., Range 3 West; thence run Easterly along the South boundary line of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2, Township 21 S., Range 3 West for 558.78 feet more or less to the West R. O. W. line of the L. & N. R. R., thence run Northeasterly along the West R. O. W. line of said L. & N. R. R. for 710 feet, more or less, to the point of intersection of the West R. O. W. line of L. & N. R. R. and the North boundary line of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2, Township 21 S., Range 3 West; thence run Westerly along the North boundary line of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 2, Township 21 S., Range 3 West 831.23 feet, more or less, to the point of beginning.

The above described land subject to Easement to the Southern Natural Gas Company, the right of way of Louisville & Nashville Railroad and all other instruments of record.

Situated in Shelby County, Alabama.



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FILED IN ALA. SHELBY CO.  
JUDGE OF PROBATE  
RECEIVED

1981 FEB 23 AM 8:49

Rec. 6<sup>00</sup>  
Ind. 1<sup>00</sup>  
7<sup>00</sup>

Thomas A. Lawrence, Jr.  
JUDGE OF PROBATE