

AMENDMENT TO MORTGAGE 1982

STATE OF ALABAMA)
 : KNOW ALL MEN BY THESE PRESENTS, That:
 JEFFERSON COUNTY)

WHEREAS, on to-wit, the 30th day of September, 1977, RAST & REED CORPORATION, (whose corporate name is now JOHNSON-RAST & HAYS CO., INC.) executed a Purchase Money Mortgage and Security Agreement to JOHNSON-RAST & HAYS CO., which Mortgage (the "Mortgage") was recorded in the Office of the Judge of Probate of Jefferson County, Alabama, Real Vol. 1502, Page 1; and

WHEREAS, the Mortgage has been assigned to Golden Enterprises, Inc. in Real Vol. 1972, Page 893; and,

WHEREAS, JOHNSON-RAST & HAYS CO., INC. and GOLDEN ENTERPRISES, INC. are desirous of amending the aforesaid Mortgage;

NOW, THEREFORE, in consideration of the premises and respective covenants and agreements herein set forth, the parties hereto amend the Mortgage as follows:

1. Paragraph (b) of the second "WHEREAS" clause on pages one and two of the Mortgage shall be amended to read as follows:

"(b) The sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) is due and payable on February 28, 1978 and the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) is due and payable on each May 31, August 31, September 30 and February 28 thereafter, with the exception of November 30, 1982; February 28, 1983; May 31, 1983; and August 31, 1983, until the unpaid principal balance, with interest, has been paid in full. On the following dates, payment of interest only on the unpaid balance of the purchase price shall be paid in the amount indicated:

November 30, 1982	\$9,382.10
February 23, 1983	\$8,677.80
May 31, 1983	\$8,245.96
August 31, 1983	\$7,613.92"

2. The Mortgagor, in order to add certain additional parcels of real estate and personal property to those parcels presently existing which are subject to the terms and conditions of the mortgage, does hereby grant, bargain, sell, convey

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 1700 JOHN HANCOCK BUILDING
 BIRMINGHAM, AL 35203

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See Partial release book 50 page 233 (4-20-83)

and confirm to the said Mortgagee, its successors and assigns forever, its interest in and to the real estate which is described in Exhibit A hereto attached, which said Exhibit A is incorporated herein and made a part hereof.

Exhibit B attached hereto is a schedule of real property containing valuation of each property hereinafter referred to as "tax basis book value." The procedure to be followed to release said property from this date forward is set forth in Paragraph 3 hereof which amends Paragraph 13 of the original Purchase Money Mortgage and Security Agreement. No other property, either real or personal, shall be subject to the original or amended mortgage and this Amendment to Mortgage 1982.

3. Paragraph 13 of the Mortgage shall be amended to read as follows:

"13. (a) Mortgagee agrees that it will, at the request of Mortgagor, provided that Mortgagor is not in default as provided herein, execute and deliver unto Mortgagor, instruments of release, in recordable form, releasing from the lien of this Mortgage, all or any portion of the mortgaged real property encumbered hereby provided that, and only if, the Mortgagor, simultaneously with the delivery of the instrument of release, shall deliver and pay to The First National Bank of Birmingham, an amount of money equal to the tax basis book value as it is set forth on Exhibit B attached hereto and made a part hereof from the sale of each piece of real property sought to be released, which payment shall be credited to and applied in satisfaction of the Line of Credit as defined in Section 8 of the Agreement.

(b) Mortgagee agrees that it will, at the request of Mortgagor, provided that Mortgagor is not in default as provided herein, execute and deliver unto Mortgagor, instruments of release, in recordable form, releasing from the lien of this Mortgage, the mortgaged property listed on Exhibit C attached hereto provided that, and only if, the Mortgagor simultaneously with the delivery of the instrument of release shall deliver and pay to The First National Bank of Birmingham the net sale proceeds after taxes, as defined in Section 8 of the Agreement, from the sale of the property on Exhibit C sought to be released which payment shall be credited to and applied in satisfaction of the Line of Credit as defined in Section 8 of the Agreement.

(c) If the total of the amount paid from this date forward to The First National Bank of Birmingham ~~from the sale of real property~~ to reduce the Line of Credit indebtedness exceeds the tax basis

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book value of all parcels released from this date forward, the excess may at Mortgagor's election be credited and applied toward any subsequent required release payment.

(d) In order to procure a release, as provided in this Section 13, the Mortgagor must deliver the consideration prescribed for in such release, together with the release in the form attached to the Mortgage for execution by the Mortgagee and thereupon the Mortgagee, or its designated Attorney-in-fact, will execute and deliver the release with twenty-four (24) hours. The expense of drafting and recording said release shall be born by the Mortgagor."

Except as above amended and as previously amended, the Mortgage executed by the Mortgagor herein dated September 30, 1977, as previously amended, shall remain in full force and effect and all the terms and conditions of said Mortgage as previously amended are incorporated herein and made a part hereof.

This Amendment shall be effective as of October 5, 1982.

IN WITNESS WHEREOF, JOHNSON-RAST & HAYS CO., INC. has caused this Amendment to Purchase Money Mortgage and Security Agreement to be executed in its name and on its behalf by Tom E. Rast, its Chairman of the Board, and has caused the same to be attested and its corporate seal to be hereunto affixed by Bobbie Hutchcraft, its Secretary, both of whom are duly authorized thereto, and GOLDEN ENTERPRISES, INC. has caused this Amendment to Purchase Money Mortgage and Security Agreement to be executed in its name and on its behalf by Sloan Y. Bashinsky, Sr., its Chief Executive Officer and has caused the same to be attested and its corporate seal to be hereunto affixed by John H. Shannon, its Secretary, both of whom are duly authorized thereto, all on the 30th day of November, 1982.

JOHNSON-RAST & HAYS CO., INC.

By Tom E. Rast
Its Chairman of the Board

ATTEST:

Bobbie L Hutchcraft
Its Secretary

GOLDEN ENTERPRISES, INC.

By Stewart G. Baskin, Jr.
Its Chief Executive Officer

ATTEST:



John H. Shamm
Its Secretary

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EXHIBIT "A"

I. Real property to be added to secured assets

Information Center - Lot 402, according to the survey of Riverchase Country Club, 11th addition, as recorded in map book 8, page 76 in the Probate Office of Shelby County, Alabama - first mortgage to Harbert-Equitable Joint Venture \$19,200.

House on Rockhill Road - Lot 9 Rockhill Estates as recorded in map book 121, page 81 in Probate Office of Jefferson County, Alabama - first mortgage to Central Bank \$160,000.

Brookhurst Properties - Lot B, according to the map and survey of Roebuck Crest addition to Brookhurst, as recorded in map book 114, page 2, Probate Office of Jefferson County, Alabama - first mortgage to Guaranty Federal S&L \$247,404. Recorded in Real 1667 page 802 Jefferson County, Alabama - second mortgage to Central Bank \$26,400.

Ramblewood - See attached legal description - first mortgage to Metrobank \$125,915. Second mortgage to Central Bank \$189,650.

II. Personal property to be added to secured assets

Cannon Lease

Property, plant & equipment

Cash, excluding earnest money

Accounts and notes receivable including accrued interest

Reserve for accounts and notes receivable

Share Collateral

Cash value of life insurance, net of loans

Marketable securities

Marketing rights to Lane Park

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EXHIBIT "A" (cont'd)

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A tract of land in the NE 1/4 of Section 10, Township 20 South, Range 4 West and in the North 1/2 of Section 11, Township 20 South, Range 4 West, in Jefferson County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Section 11 for the point of beginning of the tract of land herein described; thence Easterly and along the North line of said Section 11 a distance of 4404.93 feet to an intersection with the Northwesterly boundary line of the Bessemer Airport; thence 140° 51' right and Southwesterly along the said Northwesterly boundary line of the Bessemer Airport a distance of 4209.29 feet to an intersection with the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence 39° 37' 30" right and Westerly and along the said South line of said Southwest 1/4 of Northwest 1/4, a distance of 1163.79 feet to the West line of said Section 11, said line being also the East line of said Section 10; thence 1° 18' 25" right and Westerly along the South line of the Northeast 1/4 of said Section 10 a distance of 2669.01 feet to the Southwest corner of the said Northeast 1/4 of said Section 10; thence 88° 43' 44" right and Northerly and along the West line of said Northeast 1/4 of Section 10 a distance of 1075.99 feet to the centerline of a paved County Road known as Lindsey Loop Road; thence 63° 06' 40" right and Northeasterly along the centerline of said road a distance of 157.99 feet to the point of curve of a curve curving to the left, said curve subtending a central angle of 66° 31' 54" and having a radius of 153.07 feet; thence Northeasterly and Northerly along the arc of said curve a distance of 177.75 feet to the end of said curve; thence Northerly and tangent to the end of said curve and along the centerline of said road a distance of 164.88 feet to the point of curve of a curve curving to the right, said curve subtending a central angle of 27° 09' 08" and having a radius of 330.20 feet; thence Northerly and Northeasterly and along the arc of said curve a distance of 156.48 feet to the end of said curve; thence Northeasterly and tangent to the end of said curve a distance of 57.69 feet along the centerline of said road to the point of curve of a curve curving to the left, said curve subtending a central angle of 53° 00' 05" and having a radius of 195.82 feet; thence Northeasterly, Northerly and Northwesterly and along the arc of said curve a distance of 181.15 feet to the end of said curve; thence Northwesterly and tangent to the end of said curve and along the centerline of said road a distance of 59.99 feet to the point of curve of a curve curving to the right, said curve subtending a central angle of 9° 22' and having a radius of 437.12 feet; thence Northwesterly and along the arc of said curve a distance of 71.46 feet to the end of said curve, said point being also the point of compound curvature with a curve curving to the right, subtending a central angle of 24° 25' and having a radius of 554.63 feet; thence Northwesterly and Northerly and along the arc of said curve a distance of 236.36 feet to the end of said curve; thence Northerly and tangent to the end of said curve and along the centerline of said road a distance of 16.29 feet to the point of curve of a curve curving to the right, said curve subtending a central angle of 29° 36' 39" and having a radius of 397.26 feet; thence Northeasterly and along the arc of said curve a distance of 205.31 feet to the end of said curve; thence Northeasterly and tangent to the end of said curve a distance of 298.61 feet along the centerline of said road to an intersection with the North line of said Section 10; thence 57° 15' 32" right and Easterly and along the said North line of said Section 10 a distance of 2266.69 feet, more or less, to the Point of Beginning of said tract of land herein described.

Tract of land in Section 10, Township 20 South, Range 4 West, in Jefferson County, Alabama, being all of the South 1/2 of the Southeast 1/4 of said Section 10 except that portion lying within the bounds of the Bessemer Airport, and being more particularly described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4; thence Southerly and along the East line of the said Southeast 1/4 of the Southeast 1/4 a distance of 374.36 feet to an intersection with the Southeasterly boundary line of the Bessemer Airport, said point being the point of beginning of the tract of land herein described; thence continue Southerly and along the East line of the said Southeast 1/4 of the Southeast 1/4 a distance of 449.64 feet to the Southeast corner of said Section 10; thence 91° 10' right and Westerly along the South line of said Section 10 a distance of 2672.50 feet to the Southwest corner of the Southwest 1/4 of the Southeast 1/4; thence 88° 51' 30" right and Northerly and along the West line of said Southwest 1/4 of Southeast 1/4 a distance of 1326.88 feet to the Northwest corner of the said Southwest 1/4 of Southeast 1/4; thence 91° 12' 15" right and Easterly and along the North line of the South 1/2 of the said Southeast 1/4 a distance of 2325.48 feet to an intersection with the Northwesternly boundary line of the Bessemer Airport; thence 139° 07' 15" right and Southwesterly and along the said Northwesternly boundary line of the Bessemer Airport a distance of 522.37 feet to the Northwest corner of said Bessemer Airport; thence 90° 00' left and Southeasterly along the Southwesterly boundary line of said Airport a distance of 900.00 feet to the Southwest corner of said Airport; thence 90° 00' left and Northeasterly along the Southeasterly boundary line of said Airport a distance of 226.44 feet, more or less, to the point of beginning of the tract of land herein described.

Containing 70.08 acres, more or less.

EXHIBIT "B"

		TAX BASIS BOOK VALUE
Bessemer Commercial	4.9 acres	83,231
Old Leeds Forest	4 lots	8,319
Altadena Bend	1 lot	1,124
Winewood	269.1 acres	1,057,244
Ramblewood	394.1 acres	569,303
Hilltop Forest	36 acres	92,120
<u>Lots</u>		
Lot 46 Riverchase W Dividing Ridge		7,636
Lot 15 Riverchase W 1st add.)		14,726
Lot 16 Riverchase W 1st add.)		
<u>Houses in Inventory</u>		
Information Center - not for sale		112,386
Job 242 Rockhill Estates		208,155
<u>Joint Ventures</u>		
Pleasant Hills 50% 7 lots		11,692
Marsh Trust 34% 50 acres		7,960
Hackberry Road 50% 7.5 acres		77,228
Brookhurst 70.6% off Bldg.		(9,781)
Lot 4, Blk. 8, Winewood leased to Homeowner		15,000
		<hr/> \$2,256,343

EXHIBIT "B" (cont'd)

SUNVIEW ACRES

<u>LOT</u>	<u>BLOCK</u>		<u>TAX BASIS</u> <u>BOOK VALUE</u>
6	1	Approved for septic	\$10,104.75
7	1	Individual septic approval required	10,104.75
11	1	Individual septic approval required	6,913.77
15	1	Approved for septic	9,041.09
16	1	Approved for septic	9,041.09
18	1	Individual septic approval required	6,913.77
21	1	Approved for septic	10,636.58
8	2	Sewered	11,700.24
			<u>\$74,456.04</u>

ROCKHILL ESTATES

<u>LOT</u>	<u>ROCKHILL ROAD</u> <u>STREET ADDRESS</u>	<u>APPROX. ACREAGE</u>	<u>TAX BASIS</u> <u>BOOK VALUE</u>
2	3769	1.0	\$28,256.23
3	3773	1.0	28,256.23
4	3777	1.5	29,826.02
7	3784	1.7	32,965.60
8	3780	1.7	29,826.02
11	3768	2.7	29,826.02
			<u>\$178,956.12</u>

EXHIBIT C

List of Assets with All Net Sales
Proceeds after Taxes to be Paid
to Reduce The Line of Credit

All real estate notes and mortgages owned by Mortgagor on Mossey Cove Units.

The Commercial Leasing Division of Mortgagor or any part or assets thereof.

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STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that the foregoing tax or deed
instrument is a true and correct copy of the original
filed for record in the office of the Clerk of the Court.

[Signature]
Clerk of the Court

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 JAN 19 PM 2:53

[Signature]
JUDGE OF PROBATE

Recd 15.00
Jud 1.00
16.00

REAL 481 PAGE 732

'82 DEC 30 AM 10 29

RECORDED & INDEXED
MIG. TAX
& S. I. TAX
PAID ON THIS INSTRUMENT
[Signature]
JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT

REAL 2266 PAGE 112

DEC 2 10 18 AM '82

RECORDED & INDEXED
MIG. TAX
& S. I. TAX
PAID ON THIS INSTRUMENT
[Signature]
JUDGE OF PROBATE

249.00
14.00
263.00