

STATE OF ALABAMA)
SHELBY COUNTY)

SECOND AMENDMENT OF MORTGAGE

This amendment entered into as of December 14, 1982 by and between Martin Marietta Corporation (hereinafter called Martin Marietta) and Sherman Holland, Jr. and his wife, Carolyn M. Holland (hereinafter jointly called Mortgagors).

Whereas, on December 31, 1976 said Sherman Holland, Jr. was indebted to Martin Marietta in the principal amount of \$462,850.00, plus interest thereon, as evidenced by a promissory note dated December 31, 1976 (hereinafter called Note); and

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Whereas, said debt and the interest thereon are secured by a mortgage on certain real estate in Shelby County, Alabama, which mortgage was executed by the Mortgagors to Martin Marietta and was recorded in the office of the Judge of Probate of Shelby County, Alabama in Mortgage Book 361, page 241 (hereinafter called Mortgage); and

Whereas, the Note provided that the debt evidenced thereby would be payable in five consecutive annual installments of principal and interest, said installments to be due on January 31, 1978, January 31, 1979, January 31, 1980, January 31, 1981 and January 31, 1982; and

Whereas, by an instrument captioned "Amendment of Mortgage" (hereinafter called First Mortgage Amendment) and dated January 31, 1980, the Mortgage was amended; and

Whereas, the Mortgagors and Martin Marietta have agreed that the due date of the final installment of the debt secured by the Mortgage, in the principal amount of \$71,050.00, will be extended to January 31, 1984, and they have agreed to amend the Mortgage to so provide.

Calvin F. Johnston

Now, therefore, in consideration of the premises, Martin Marietta and the Mortgagors agree that the Mortgage is hereby amended by deleting the second paragraph on the first page of the Mortgage, as amended by the First Mortgage Amendment, and substituting the following in lieu thereof:

"Whereas, the said Sherman Holland, Jr. is justly indebted to the mortgagee in the principal sum of four hundred sixty-two thousand eight hundred fifty and no/100 dollars (\$462,850.00) as evidenced by a promissory note, dated December 31, 1976, which promissory note has been amended by an instrument dated January 31, 1980 and by an instrument dated December 14, 1982, which promissory note, as amended, is payable in seven annual installments, the last of which is due and payable on January 31, 1984. The debt secured hereby bears interest as provided in said promissory note, as amended."

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Martin Marietta and the Mortgagors hereby agree that, except as specifically amended hereby and by the First Mortgage Amendment, the Mortgage shall remain in full force and effect in accordance with its terms and conditions.

In witness whereof, the undersigned Martin Marietta Corporation has caused this instrument to be executed by its duly authorized corporate officer and the undersigned Sherman Holland, Jr. and Carolyn M. Holland have each executed this instrument, all as of December 14, 1982.

Attest:

B. I. F. A. -
Its VP Finance Southern Div

Martin Marietta Corporation

By [Signature]
Its Vice President

[Signature]
Sherman Holland, Jr.

[Signature]
Carolyn M. Holland

STATE OF MARYLAND)

MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip H. London whose name as Vice President of Martin Marietta Corporation, 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 seal of office this 17th day of January, 1983.

Nancy L. Shreiner
Notary Public

NOTARY MUST AFFIX SEAL

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned a Notary Public in and for said County in said State, hereby certify that Sherman Holland, Jr. and his wife, Carolyn M. Holland, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 14th day of DECEMBER, 1982.

John R. Burtelle Bates
Notary Public

NOTARY MUST AFFIX SEAL

NOTARY PUBLIC
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 JAN 31 AM 8:32

Thomas A. Spaulding, Jr.
JUDGE OF PROBATE

Intg. tax - 106657
450
100
112157

THIS INSTRUMENT PREPARED BY:
FRANK C. GALLOWAY, JR.
CABANISS, JOHNSTON, GARDNER, DOWNS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203

RETURN TO: FRANK C. GALLOWAY, JR.
CABANISS, JOHNSTON, GARDNER, DOWNS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203