

STATE OF ALABAMA)

SHELBY COUNTY)

SUPPLEMENTAL AND AMENDATORY MORTGAGE AND INDENTURE OF TRUST (herein called the "Supplemental Mortgage") dated as of January 1, 1984, by and between North Shelby County Fire and Emergency Medical District, a public corporation organized under the laws of Alabama (herein called the "District"), party of the first part, and AMSOUTH BANK, NATIONAL ASSOCIATION (formerly The First National Bank of Birmingham), an association organized and existing under the national banking laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in the City of Birmingham, Alabama, as trustee (herein called the "Trustee"), party of the second part.

WHEREAS, the District and the Trustee have heretofore entered into that certain Mortgage and Indenture of Trust dated as of September 1, 1978 (herein called the "1978 Mortgage"), which 1978 Mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama in Mortgage Record Book 384 at page 780 et seq.;

WHEREAS, the District proposes to acquire and construct additional facilities to be and become a part of a system for fighting or preventing fires and a system for the operation of emergency medical facilities (herein together called the "System", which term also includes the additional facilities to be financed by the issuance, sale and delivery of the bond of the District as hereinafter provided);

WHEREAS, pursuant to the 1978 Mortgage the District has heretofore issued its Revenue Bond dated October 25, 1978, initially issued in the principal amount of \$400,000 (the "1978 Bond"), which Bond was purchased by AmSouth Bank, National Association (formerly The First National Bank of Birmingham), which Bank is now and has been since the issuance of the Bond the sole owner thereof (herein called the "1978 Bondholder");

WHEREAS, the 1978 Bondholder has consented and agreed to the execution, delivery and performance by the District and the Trustee of this Supplemental Mortgage, the supplement and amendment of the 1978 Mortgage by this Supplemental Mortgage, and the issuance, sale and delivery of a bond of the District as hereinafter provided (herein called the "1984 Bond") on a parity with the 1978 Bond,

and has caused a legend to be added to the 1978 Bond reflecting such supplement and amendment of the 1978 Mortgage and the issuance of the 1984 Bond; and said 1978 Bondholder has further agreed to purchase the 1984 Bond and, if the District performs its obligations under the 1978 Mortgage and this Supplemental Mortgage, to purchase bonds subsequently issued by the District so as to provide for an amortization over a twenty-year period of the costs of additional facilities being financed by the 1984 Bond as a part of the System at an interest rate and upon other terms mutually acceptable to the aforesaid Bank as the owner and holder of said Bonds and to the District;

WHEREAS, the District has represented and does hereby represent that it has full power and authority to issue and sell the 1984 Bond, to acquire the additional facilities as a part of the System and to operate the System, to mortgage and convey and encumber the System as herein provided, and to pledge the revenues and income therefrom as security for the 1978 Bond and the 1984 Bond, and that its Board of Trustees has taken all action required by law to authorize its officers to execute, acknowledge and deliver this Supplemental Mortgage and to execute and issue the 1984 Bond; and

WHEREAS, the 1984 Bond to be issued hereunder and the Trustee's authentication certificate are to be substantially in the following forms, respectively, with appropriate omissions, insertions and variations permitted or authorized as hereinafter provided:

UNITED STATES OF AMERICA
STATE OF ALABAMA

NORTH SHELBY COUNTY
FIRE AND EMERGENCY MEDICAL DISTRICT
1984 REVENUE BOND

NORTH SHELBY COUNTY FIRE AND EMERGENCY MEDICAL DISTRICT, a public corporation under the laws of Alabama (herein called the "Borrower"), for value received, hereby promises to pay, in lawful money of the United States of America, to AmSouth Bank, National Association, or registered assigns, but solely out of the Fund hereinafter referred to, the principal sum of

THREE HUNDRED FIFTY THOUSAND DOLLARS
(\$350,000)

in annual installments of \$15,000 on January 15 in each of the years 1985 through 1988, and \$290,000 on January 15,

1989, together with interest on the unpaid principal balance from the date hereof at the rate of 9-3/4% per annum payable on January 15 in each of the years 1985 through 1989. Payment shall be made at the principal office of AmSouth Bank, National Association, in Birmingham, Alabama.

This Bond is one of two duly authorized revenue bonds of the Borrower, issued under the provisions of Act No. 62 adopted at the 1977 First Special Session of the Legislature of Alabama and under and pursuant to a Mortgage and Indenture of Trust dated as of September 1, 1978 (herein called the "1978 Mortgage"), as supplemented and amended by a Supplemental and Amendatory Mortgage and Indenture of Trust dated as of January 1, 1984 (herein called the "Supplemental Mortgage" and the 1978 Mortgage as supplemented and amended by the Supplemental Mortgage being herein referred to as the "Mortgage"), duly executed and delivered by the Borrower to AmSouth Bank, National Association (formerly The First National Bank of Birmingham) in Birmingham, Alabama (herein called the "Trustee") for the purpose of funding the cost of acquiring and constructing the Borrower's System, including additional facilities to constitute a part thereof, for fighting or preventing fires and providing emergency medical facilities more particularly described in the Mortgage (the said system, as at any time constituted, being herein called the "System"). The principal of and interest on this Bond are payable from the revenues derived from the operation of the System or the proceeds of sale of all or any part of the System pursuant to the Mortgage. This Bond is payable, secured and entitled to the protection provided by the Mortgage equally, ratably and on a parity with the other Bond of the District issued pursuant to the provisions thereof. Shelby County, Alabama shall not be responsible for any obligation of the Borrower hereunder, this Bond is not chargeable against any limit on the indebtedness of Shelby County, Alabama, nor shall Shelby County, Alabama have any responsibility for the performance of any of the obligations under the Mortgage.

The Borrower has the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof in multiples of One Thousand Dollars (\$1,000) as it may determine, upon payment of such principal amount, plus accrued interest to the date of prepayment. Any partial prepayment shall be applied to the then last maturing installment of principal. Notice of any such optional prepayment shall be given at least ten days prior to the prepayment date by mailing to the registered owner of this Bond a notice fixing such prepayment date and the amount of principal to be prepaid.

Notation of any such prepayment shall be made on the Prepayment Record attached hereto and made a part of this Bond by the holder hereof.

Payment of the principal hereof and payment of interest due hereon shall be made by the Borrower at the principal office of the Trustee and without presentation or surrender of this Bond to the Borrower. Such payment shall be noted on this Bond by the holder on the Payment Record attached hereto and made a part of this Bond and the holder shall send to the Borrower a written statement that it has made such notations; provided, that if the named payee shall assign this Bond by execution of the Assignment attached hereto, the assignee shall surrender this Bond to the Trustee for a verification of the notations made hereon of the portion of the principal amount hereof and interest hereon paid or prepaid, and every such assignee hereof shall take this Bond subject to such condition.

Under and pursuant to the Mortgage, there has been created a special fund known as the Bond Principal and Interest Fund, which is required by the Mortgage to be held in trust by the Trustee and applied to the payment of the principal of and interest on this Bond and the other Bond issued pursuant to the Mortgage as they respectively mature and come due. The Borrower has pledged to said Bond Principal and Interest Fund for such purposes a sufficient amount of the gross revenues and income from the System. Reference is hereby made to the Mortgage for a description of the property thereby mortgaged and the revenue thereby pledged, the nature and extent of the security, and a statement of the rights of the holder hereof with respect thereto.

In the event of any default by the Borrower in the payment of principal of or interest on this Bond or the other Bond issued pursuant to the Mortgage, or any other default as provided in the Mortgage, the Trustee may declare the principal of this Bond and the other Bond issued pursuant to the Mortgage and interest accrued hereon and thereon immediately due and payable, whereupon this Bond and the other Bond issued pursuant to the Mortgage and such interest shall become immediately due and payable and the bondholders shall be entitled to all remedies and rights set forth in the Mortgage.

This Bond shall not be valid or become obligatory for any purpose unless this Bond shall have been authenticated by the execution by the Trustee of the certificate hereon endorsed.

It is hereby certified, recited and declared that all acts, conditions and things required to happen, exist, or be performed precedent to and in the issuance of this Bond and in the execution and delivery of the Mortgage, have happened, do exist, and have been performed as so required.

IN WITNESS WHEREOF, the Borrower has caused this Bond to be executed in its name and on its behalf by its President, and its corporate seal to be impressed hereon and attested by its Secretary, all as of the ____ day of _____, 1984.

NORTH SHELBY COUNTY FIRE AND
EMERGENCY MEDICAL DISTRICT

By _____
Its President

S E A L

Attest: _____
Secretary

REGISTRATION CERTIFICATE

(No writing below except by the Trustee)

The within Bond has been registered on the registry books pertaining thereto by AmSouth Bank, National Association, as the Bond Registrar, in the name of the last holder named below, and the principal amount of and interest on this Bond shall be payable to such holder only, and this Bond may thereafter be transferred only upon an assignment duly executed by such registered owner, such transfer to be made on such books and endorsed hereon.

<u>Date of Registration</u>	<u>Registered Holder</u>	<u>Signature of Authorized Officer of the Trustee</u>
_____	_____	_____
_____	_____	_____

PAYMENT RECORD

<u>Due Date</u> <u>January 15:</u>	<u>Principal</u> <u>Payment</u>	<u>Principal</u> <u>Balance</u>	<u>Interest</u> <u>Payment</u>	<u>Date</u> <u>Paid</u>	<u>Name of</u> <u>Payment Agent,</u> <u>Authorized Offi-</u> <u>cial and Title</u>
1985	_____	_____	_____	_____	_____
1986	_____	_____	_____	_____	_____
1987	_____	_____	_____	_____	_____
1988	_____	_____	_____	_____	_____
1989	_____	_____	_____	_____	_____

ASSIGNMENT

For value received, the undersigned registered owner does hereby sell, assign and transfer to _____ the within Bond of North Shelby County Fire and Emergency Medical District and all sums of money now due and to become due on the said Bond, standing in the name of the undersigned on the books of said issuer, and does hereby irrevocably constitute and appoint _____ its attorney to effect the transfer thereof on the books of the Bond Registrar.

Dated _____

By _____

PREPAYMENT RECORD

<u>Principal</u> <u>Prepayment</u>	<u>Principal</u> <u>Balance</u>	<u>Date Paid</u>	<u>Signature of Authorized</u> <u>Representative of Holder</u> <u>or of Holder</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Trustee's Authentication Certificate

This Bond is the 1984 Revenue Bond described in the within mentioned Mortgage.

AMSOUTH BANK, NATIONAL
ASSOCIATION
Birmingham, Alabama, as
Trustee

By _____
Authorized Officer

WHEREAS, all things necessary to make the 1984 Bond, when executed by the District and authenticated by the Trustee and delivered, the valid, binding and legal obligation of the District and to constitute the 1978 Mortgage as supplemented by this Supplemental Mortgage a valid, binding and legal first mortgage, pledge, security agreement and deed of trust for the security of the 1978 Bond and the 1984 Bond in accordance with their terms, have been done or performed or have happened, and the execution, issuance and delivery of the said Bonds and the execution and delivery of the Mortgage have been in all respects duly authorized; and

WHEREAS, the Trustee has duly accepted the trust created by the Mortgage and as evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS SUPPLEMENTAL MORTGAGE WITNESSETH:

1. Granting Clause I of the 1978 Mortgage is hereby supplemented and amended to read as follows:

I.

All of the system for fighting or preventing fires and for the operation of emergency medical services now owned by the District or hereafter acquired by it by acquisition, construction or otherwise, including the following described real property situated in Shelby County, Alabama, to-wit:

PARCEL ONE

Begin at the Southeast corner of the Northwest quarter of the Northeast quarter, in Section 15, Township 19 South, Range 2 West, Shelby County, Alabama: Thence run South along quarter-quarter line a distance of 330 feet; thence turn an angle

execution, issuance and delivery of the said Bonds and the execution and delivery of the Mortgage have been in all respects duly authorized; and

WHEREAS, the Trustee has duly accepted the trust created by the Mortgage and as evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS SUPPLEMENTAL MORTGAGE WITNESSETH:

1. Granting Clause I of the 1978 Mortgage is hereby supplemented and amended to read as follows:

"

I.

All of the system for fighting or preventing fires and for the operation of emergency medical services now owned by the District or hereafter acquired by it by acquisition, construction or otherwise, including the following described real property situated in Shelby County, Alabama, to-wit:

PARCEL ONE

Begin at the Southeast corner of the Northwest quarter of the Northeast quarter, in Section 15, Township 19 South, Range 2 West, Shelby County, Alabama: Thence run South along quarter-quarter line a distance of 330 feet; thence turn an angle to the left of 116° 22' and run in a North-easterly direction for a distance of 223.22 feet; thence turn an angle to the left of 63° 38' and run North parallel to said quarter-quarter line a distance of 285.87 feet; thence turn an angle to the left of 30° 45' 19" and run in a North-westerly direction for a distance of 210.86 feet to the southerly right of way line of Valleydale Road; thence turn an angle to the left of 89° 30' 12" to the tangent of a curve having a central angle of 5° 42' 41" and a radius of 2006.40 feet; thence continue along the arc of said curve along the southerly right of way line of the said Valleydale Road for a distance of 200.08 feet; thence from the tangent extended from the last described curve, turn an angle to the left of 106° 12' 53" and run in a southeasterly direction for a distance of 167.60 feet to the point of beginning. Said parcel containing 2.3 acres more or less.

to the left of $116^{\circ} 22'$ and run in a North-easterly direction for a distance of 223.22 feet; thence turn an angle to the left of $63^{\circ} 38'$ and run North parallel to said quarter-quarter line a distance of 285.87 feet; thence turn an angle to the left of $30^{\circ} 45' 19''$ and run in a North-westerly direction for a distance of 210.86 feet to the southerly right of way line of Valleydale Road; thence turn an angle to the left of $89^{\circ} 30' 12''$ to the tangent of a curve having a central angle of $5^{\circ} 42' 41''$ and a radius of 2006.40 feet; thence continue along the arc of said curve along the southerly right of way line of the said Valleydale Road for a distance of 200.08 feet; thence from the tangent extended from the last described curve, turn an angle to the left of $106^{\circ} 12' 53''$ and run in a southeasterly direction for a distance of 167.60 feet to the point of beginning. Said parcel containing 2.3 acres more or less.

PARCEL TWO

Lot A, A Resurvey of Lot 1, Old Mill Trace being a resurvey of a resurvey of Lots 1, 2, 3 Old Mill Trace, Shelby County, Alabama, as recorded in Map Book 8, page 108, in the office of the Judge of Probate, Shelby County, Alabama, and being situated in the NE $1/4$ of the SW $1/4$ and the SE $1/4$ of the SW $1/4$ of Section 22, Township 19 South, Range 2 West, Shelby County, Alabama, and constituting one (1) acre, more or less; subject to easements, rights of way and restrictions of record and applicable zoning and use regulations."

2. Granting Clause II of the 1978 Mortgage is hereby supplemented and amended to read as follows:

"

II.

1. 1979 Chevrolet Malibu station wagon, Serial No. IT35H9D401760, currently bearing Alabama license No. FYY 347
1. 1978 Ford Fire Engine having the following model numbers and serial numbers: Pierce Manufacturing Company Model No. FACMYB1000-100T, Serial No. 7311-D; Ford Motor Company Model No. D-808, Serial No. D-80DVBJ8055; and Caterpillar Diesel Company Model No. V636(3208)210, Serial No. 40S65057

- 1 1978 Ford Fire Engine having the following model numbers and serial numbers: Jack Cocke and Company, Inc. Model No. JC2M107513, Serial Number 73803-53994. Caterpillar Model No. 3208, Engine No. 40562973. Ford Model C-8000, Chassis No. D80DVAK1726.
- 1 1983 Pierce Arrow 75 foot ladder truck (Vehicle Identification Number 1P9CA01JXDA040500).

3. The 1984 Bond is hereby authorized to be issued in the principal amount of \$350,000, shall be dated the date of issuance, shall be designated "1984 Revenue Bond", shall bear interest on the unpaid principal balance thereof at the rate of 9-3/4% per annum, payable on January 15 in the years 1985 through 1989, and payable as to principal in installments of \$15,000 on January 15 in each of the years 1985 through 1988 and \$290,000 on January 15, 1989. The 1984 Bond shall be payable as to principal and interest at the principal office of the Trustee in Birmingham, Alabama. The principal of the 1984 Bond shall be subject to redemption prior to its stated maturity in any integral multiple of \$1,000 on any date; any partial prepayment to be applied to the then last maturing installment of principal. Any prepayment of the principal of the 1984 Bond shall be on such notice as is provided in the face of the 1984 Bond. The 1984 Bond shall be registered on behalf of the District on the registration records maintained by the Trustee in the name of the purchaser thereof and any subsequent assignee of such purchaser as the registered owner thereof. Proceeds received upon the sale of the 1984 Bond shall be deposited in the Construction Fund and withdrawn by the District in the manner provided in the Mortgage for the purposes of paying the cost of acquiring or constructing the additional facilities constituting a part of the System, including land and other facilities, and such expenses as may be necessary or incident to the financing thereof herein provided for. Whenever the District shall have filed with the Trustee a certificate signed by its President and its Treasurer that the acquisition and construction of the additional facilities constituting a part of the System have been completed and that other obligations incurred by the District in connection with such acquisition and construction have been paid in full, any funds then remaining in the Construction Fund shall be applied as follows: if requested by the District, the

Trustee shall transfer to the Bond Fund from the Construction Fund an amount equal to the interest which has accrued on the 1984 Bond during the period of acquisition and construction of the additional facilities comprising a part of the System, which amount if so paid shall be credited on the payments otherwise required to be made into the Bond Fund pursuant to Section 3 of Article IV of the Mortgage, until the amount so transferred has been fully credited; and any moneys thereafter remaining shall be applied to prepayment of the principal of the 1984 Bond in multiples of \$1,000, and any balance shall be applied against the principal next coming due on the 1984 Bond.

4. Section 3 of Article IV of the 1978 Mortgage is hereby amended to read as follows:

"Section 3. Bond Fund. There is hereby designated and established a special trust fund known as the Bond Principal and Interest Fund, which shall be held in trust by the Trustee and applied solely to the payment of the principal of and interest on the 1978 Bond and the 1984 Bond, as the same mature and come due or are redeemed under the provisions of the Mortgage. There shall be deposited in the Bond Fund the following amounts on or before the following dates:

(a) On February 10, 1979, and on the 10th day of each month thereafter, the Trustee shall transfer from the Gross Revenue Account and deposit in the Bond Fund an amount equal to one-twelfth (1/12th) of the principal (if any) and interest maturing or coming due on the 1978 Bond and the 1984 Bond on the next ensuing January 15; provided that if the 1984 Bond is issued before January 15, 1984, there shall be added to the amount to be deposited in the Bond Fund on February 10, 1984, the amount of the interest on the 1984 Bond from the date thereof through January 15, 1984, and if the 1984 Bond is issued after January 15, 1984 but prior to February 10, 1984, the 1984 Bond shall for purposes of payments into the Bond Fund be deemed to have been issued on January 15, 1984, provided the amount to be deposited in the Bond Fund on February 10, 1984, shall be reduced by the amount of interest which would have accrued on the 1984 Bond if it had been issued on January 15, 1984, until the date on which it was actually issued.

(b) On any date, all sums which theretofore should have been paid into the Bond Fund and which have not been so paid.

The Trustee shall cause all amounts deposited in the Bond Fund pursuant to paragraphs (a) and (b) of this Section and Section 5 of Article III hereof to be applied to the payment of principal of and interest on the 1978 Bond and the 1984 Bond within thirteen months from the date of such deposit and shall cause all amounts received from the investment of moneys in the Bond Fund to be applied to the payment of principal of and interest on the 1978 Bond and the 1984 Bond within twelve months from the date of receipt of such investment income.

If on any principal or interest payment date the amount on deposit in the Bond Fund is not sufficient to pay the principal of and interest on the 1978 Bond and the 1984 Bond maturing or coming due on such date, the District shall forthwith deposit the amount of such deficiency in the Bond Fund."

5. It is the intention of the District, the Trustee, the owner of the 1978 Bond and the owner of the 1984 Bond that upon the execution and delivery of this Supplemental Mortgage and the execution, issuance and delivery of the 1984 Bond, both the 1978 Bond and the 1984 Bond shall be payable, secured and entitled to the protection provided by the Mortgage, equally, ratably, and on a parity with each other and that except that as otherwise expressly provided, all payments received by the Trustee pursuant to the Mortgage and all other provisions of the Mortgage for the benefit of said Bonds shall be for the equal and ratable benefit of said Bonds on a parity with each other, and the Mortgage shall be construed to effectuate such intent. Except where the provisions of the Mortgage are clearly applicable only to either the 1978 Bond or the 1984 Bond references to the "Bond" shall apply to each of said Bonds individually or collectively as required by the context, and the provisions of the Mortgage shall apply to and be for the benefit of each of said Bonds. All references in the Indenture to the System shall, unless the context clearly requires the contrary, apply to the System as defined in the 1978 Indenture including the additional facilities being financed with the proceeds of the 1984 Bond, all as provided in the Mortgage.

6. All of the terms, provisions and conditions of the 1978 Indenture, as supplemented and amended by this Supplemental Indenture, are hereby adopted, approved, ratified and confirmed, and in accordance therewith, shall be deemed to constitute the Mortgage providing for and securing the 1978 Bond and the 1984 Bond in accordance with its terms.

7. This Supplemental Mortgage may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument, but in making proof of any counterpart hereof it shall not be necessary to produce or prove the execution of any other counterpart.

IN WITNESS WHEREOF, the DISTRICT has caused this Supplemental Mortgage to be signed in its corporate name by its President and its corporate seal to be hereunto affixed and said seal to be attested by its Secretary, and the Trustee has caused this Supplemental Mortgage to be executed in its corporate name by one of its officers and its corporate seal to be hereunto affixed and said seal to be attested by one of its officers, all as of the day and year first hereinabove written.

NORTH SHELBY COUNTY FIRE AND
EMERGENCY MEDICAL DISTRICT

By [Signature]
Its President

S E A L

Attest: Charles E. Still
Secretary

AMSOUTH BANK, NATIONAL
ASSOCIATION

By [Signature]
Its ASSOCIATE VICE PRESIDENT
AND CORPORATE TRUST OFFICER

S E A L

Attest: [Signature]
Its Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roderick L. Huntress, Jr., whose name as President of North Shelby County Fire and Emergency Medical District, a public corporation, is signed to the foregoing Supplemental and Amendatory Mortgage and Indenture of Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity 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 5th day of March, 1984.

Bessie S. Ferguson
Notary Public

NOTARIAL SEAL

My commission expires: 5-19-85

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

1984 JUL -9 AM 8:53

Rec. 35.00
Ind 1.00
36.00

STATE OF ALABAMA)

Jefferson COUNTY)

Thomas A. Sanderson, Jr.
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that M. J. Hess, whose name as ASSISTANT VICE PRESIDENT of AmSouth Bank, National Association, a national banking association, is signed to the foregoing Supplemental and Amendatory Mortgage and Indenture of Trust, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such officer, and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 5th day of March, 1984.

Bessie S. Ferguson
Notary Public

NOTARIAL SEAL

My commission expires: 5-19-85