

STATE OF ALABAMA

COUNTIES OF MONTGOMERY, ELMORE, SHELBY

THIS AMENDMENT TO DEED OF TRUST, made and dated this 25<sup>th</sup> day of May, 1984, by and between Jenkins Brick Company, an Alabama corporation (the "Mortgagor"), as trustor, and First Alabama Bank of Montgomery, N.A., a national banking association (the "Trustee").

## W I T N E S S E T H

WHEREAS, the Mortgagor has previously executed that certain Deed of Trust dated January 14, 1983, whereby Mortgagor conveyed certain property to Trustee to secure the Indebtedness owed by Mortgagor to First Alabama Bank of Montgomery, N.A., in its separate corporate capacity ("First Alabama"), and such other Lender or Lenders as are added as beneficiaries under said Deed of Trust, all as more fully set forth in said Deed of Trust, which was filed in the office of the Judge of Probate of Elmore County, Alabama, on January 18, 1983, and recorded in Roll 13, Frame 473, and filed in the office of the Judge of Probate of Montgomery County, Alabama, on January 18, 1983, and recorded in Real Property Book 594, page 263, and

WHEREAS, pursuant to Article IX of said Deed of Trust, provision was made for Additional Lenders whereby Mortgagor could, from time to time, at Mortgagor's option, add one or more other Lenders to which Mortgagor is indebted, as additional beneficiaries under said Deed of Trust by executing and delivering to the Trustee amendments to the Deed of Trust, and

WHEREAS, on May 25, 1984, Mortgagor, First Alabama, The Prudential Insurance Company of America ("Prudential"), and The First National Bank of Atlanta ("First Atlanta") entered into that certain Master Agreement, which, in section 2.1(d) provided that said Deed of Trust would be amended to provide, pursuant to Article IX thereof, that Prudential and First Atlanta be added as additional beneficiaries under the Deed of Trust, and, which, in section 10.11, provided that said Master Agreement would supercede and take priority over any term or condition contained in the First Alabama Forebearance Agreement or Deed of Trust to the extent that there is any conflict between any provision of the foregoing agreements and the Master Agreement and that the Master Agreement shall act to modify the foregoing agreements to the extent of any such conflict, but only to the extent of any such conflict, and

WHEREAS, it is the intention of the parties hereto to amend said Deed of Trust in the form and manner provided for therein for the purpose of naming Prudential and First Atlanta as Additional Lenders in order to better secure Mortgagor's Indebtedness to Prudential and First Atlanta, and otherwise to ratify and confirm, subject to the Master Agreement, the terms and conditions of said Deed of Trust dated January 14, 1983, and of record as aforesaid.

NOW, THEREFORE, for and in consideration of the premises and of the sum of One and No/100 (\$1.00) Dollar, cash in hand paid by the said Trustee to the Mortgagor on or before delivery of this Amendment to Deed of Trust, the receipt and sufficiency of which is hereby acknowledged, and further to secure the Indebtedness set forth in said Deed of Trust and herein, the parties hereto agree as follows:

1. Additional Lenders. Prudential and First Atlanta are hereby designated Additional Lenders under the terms of said Deed of Trust. Trustee holds all the property conveyed by said Deed of Trust, as it may be supplemented from time to time, for the benefit of and to further secure the obligations set forth in paragraph 2 of this Amendment to Deed of Trust, owing by Mortgagor to Prudential and First Atlanta, as well as all obligations owed First Alabama or other Lenders who may become beneficiaries of said Deed of Trust.

James A. Byram, Jr.  
P.O. Box 668  
Montgomery, AL 36101

BOOK 357 PAGE 167

ROLL 13, FRAME 473

REAL PROPERTY BOOK 594, PAGE 263

2. Obligations.

a. Prudential is the holder of various Obligations of Mortgagor, which are fully described in the Master Agreement. All Obligations of Mortgagor to Prudential now or hereafter arising are hereafter referred to as the "Prudential Obligations".

b. The outstanding principal amount of the Prudential Obligations is \$2,006,763.78.

c. First Atlanta is the holder of various Obligations of the Mortgagor which are fully described in said Master Agreement. All Obligations of Mortgagor to First Atlanta now or hereafter arising are hereafter referred to as the "First Atlanta Obligations".

d. The outstanding principal amount of the First Atlanta Obligations is \$553,381.89.

e. In consideration of the execution and delivery of the Deed of Trust, as supplemented and amended, Prudential and First Atlanta have agreed to grant Mortgagor an extension of time within which to pay the Obligations and the interest thereon, all as more particularly set forth in the Master Agreement, which said Master Agreement constitutes a Forbearance Agreement as defined and described in the aforesaid Deed of Trust dated January 14, 1983.

3. The parties hereto do hereby expressly and specifically ratify and confirm, subject to the Master Agreement, all the terms, covenants and conditions of the aforesaid Deed of Trust dated January 14, 1983, as supplemented and amended hereby, and of record as aforesaid.

IN WITNESS WHEREOF, Jenkins Brick Company, by its duly authorized officers, has executed this instrument on the day and year first above written, and First Alabama Bank of Montgomery, N.A., joins in the execution of this Amendment to Deed of Trust for the purpose of accepting the duties and obligations imposed on it as Trustee, but for no other purpose.

ROLL 3 / FRAME

000418

FILED IN THE OFFICE  
CLERK OF THE COURT  
JUL 11 1984

JENKINS BRICK COMPANY

1984 JUL 11 PM 4:35

BY: [Signature]  
Its President

ATTEST:

BY: [Signature]  
Its Sec. Treas.

FIRST ALABAMA BANK OF MONTGOMERY, N.A.

BY: [Signature]  
Its Sv. V.P.

ATTEST:

BY: [Signature]  
Its President

1971

## COUNTY OF MONTGOMERY

I, DeLoe J. Smith, a Notary Public  
in and for the State and County aforesaid, do hereby certify  
that R. G. Jenkins and

President and Secretary-Treasurer  
of JENKINS BRICK COMPANY, an Alabama corporation, whose names  
are signed to the foregoing Amendment to Deed of Trust, and  
who are known to me, acknowledged before me on this day that,  
being informed of the contents of the above and foregoing  
Amendment to Deed of Trust, they, as such officers, and with  
full authority, executed the same voluntarily for and as the  
act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 25<sup>th</sup>  
day of May, 1984.

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

1984 JUL 12 AM 11:26

JUDGE OF PROBATE

DeLoe J. Smith  
Notary Public

My Commission Expires: 12/2/87

FILED IN OFFICE  
ELECTRONIC  
EAL

ROLL 31 FRAME

STATE OF ALABAMA

000419

1984 JUL 11 PM 4:35

COUNTY OF MONTGOMERY

I, DeLoe J. Smith, a Notary Public  
in and for the State and County aforesaid, do hereby certify  
that Edward L. Grogg, Jr. and

John L. Grogg, Jr., whose  
names as Senior Vice President and  
Vice President of FIRST ALABAMA

BANK OF MONTGOMERY, N.A., a national banking association, as  
trustee under that certain deed of trust dated January 14, 1983,  
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 the conveyance, they as such officers and with full  
authority, executed the same voluntarily for and as the act of  
said FIRST ALABAMA BANK OF MONTGOMERY, N.A., acting in its  
capacity as trustee aforesaid.

Given under my hand and official seal this the 25<sup>th</sup>  
day of May, 1984.

This instrument was prepared by

Name Stevens Ginn & Baker

Address Montgomery, Ala.

DeLoe J. Smith  
Notary Public

My Commission Expires: 12/2/87

01	INDEX	1.00
02	REC FE	0.50
02	REC FE	7.50
03	MTG TX	3840.30

TOTAL

3849.30

07-03-84 109368

STATE OF ALA.  
MONTGOMERY CO.  
CERTIFIED TRUE COPY

JUL 3 4 54 PM '84

JUDGE OF PROBATE