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This instrument was prepared by:
✓ Ralph H. Smith
1100 Park Place Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO INDENTURE

WHEREAS, SouthTrust Bank of Alabama, National Association, a national banking association ("Mortgagee"), is the mortgagee under that certain Indenture (the "Mortgage") from Allied Products Company, an Alabama Corporation ("Mortgagor"), securing the payment to Mortgagee of the indebtedness therein described, said Mortgage being recorded in Book 446, page 709, in the Probate Office of Shelby County, Alabama, in Book 1117, page 239, in the Probate Office of Morgan County, Alabama, and in Book 666, page 901, in the Probate Office of Houston County, Alabama; and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage to correct an inadvertent error therein.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The third paragraph on page 2 of the Mortgage is hereby amended by striking the word "and" immediately preceding subparagraph (c), substituting a comma for the semicolon appearing in the last line of said paragraph, and adding to the end thereof a new subparagraph (d) as follows:

(d) all of Mortgagor's rights and interests, as lessee, under that certain Lease Agreement dated March 4, 1975, by and among Allied Products Company of Alabaster (a wholly-owned subsidiary heretofore liquidated into Mortgagor), as

Johnston, Barton, Proctor

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lessee, and John A. Hines, Jr., et al., as lessors, as recorded in Deed Book 335, page 400, in the Office of the Judge of Probate of Shelby County, Alabama, covering certain real estate located in Shelby County, Alabama described in Exhibit D attached hereto and made a part hereof (the "Lease Agreement"); and

2. At the end of paragraph 25 of the Mortgage, add a new paragraph 26 as follows:

26. (a) Mortgagor covenants that it shall: (i) promptly pay or cause to be paid all sums due and payable by Mortgagor under the Lease Agreement; (ii) diligently perform and observe all other obligations to be performed and observed by Mortgagor thereunder; (iii) do all things necessary to preserve and keep unimpaired Mortgagor's estate and rights under the Lease Agreement; and (iv) maintain the same in full force and effect without default thereunder.

(b) If Mortgagor shall fail to make any payment that it is obligated to make under the Lease Agreement or fail to perform or observe any of its other obligations thereunder, then Mortgagee shall have the right, but not the obligation, to make any such payment or to perform such other obligation on behalf of Mortgagor, and Mortgagor grants to Mortgagee such rights of cure as Mortgagor may possess under the Lease Agreement. All monies expended by Mortgagee in exercising its rights under this subparagraph, together with interest thereon at a rate per annum equal to two percent (2%) above Mortgagee's commercial prime rate, shall be paid by Mortgagor to Mortgagee upon demand by Mortgagee and shall be secured by this Mortgage.

(c) Mortgagor represents and warrants that, as of the date hereof, (i) the Lease Agreement is in full force and effect and (ii) no event of default, or event that with notice or lapse of time would constitute an event of default, under the Lease Agreement has occurred or is occurring.

3. Paragraph c on pages 3 and 4 of Exhibit A of the Mortgage, describing a portion of the Verlie Quarry Property, is deleted in its entirety.

4. After Exhibit C to the Mortgage, a new Exhibit D in the form attached hereto is hereby added to and made a part of the Mortgage.

5. Except as amended herein, the Mortgage shall remain in full force and effect.

6. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 16 day of July, 1984.

Allied Products Company.

By: W. R. Stephenson
Its V. P.

ATTEST:

W. R. Stephenson
Its: Secretary

SouthTrust Bank of Alabama,
National Association

By: Joseph S. Kraft
Its: A. V. P.

ATTEST:

W. R. Stephenson
Its: Commercial Loan Officer

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. R. Stephenson, whose name as Vice President of Allied Products Company, a corporation, is signed to the foregoing Amendment to Indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment to Indenture, 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 of office this the 19th day of July, 1984.

Connie S. Carter
NOTARY PUBLIC

My Commission Expires: May 13, 1985

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George T. Kraft, whose name as Asst. V.P. of SouthTrust Bank of Alabama, National Association, a national banking association, is signed to the foregoing Amendment to Indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment to Indenture, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal of office this the 16th day of July, 1984.

Frances L. Sanders
NOTARY PUBLIC

My Commission Expires: 9-14-86

[NOTARIAL SEAL]

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Exhibit D

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

1984 JUL 26 AM 9:50

Thomas G. [Signature]
JUDGE OF PROBATE

Rec 12.50
Ind 1.00
13.50

BUCK 452-PAU 934

The NW 1/4 of Section 13, Township 21 South, Range 3 West, lying North of Buck Creek, South of the L. & N. Railroad and West of Interstate Hwy. No. 65, more particularly described as follows: Begin at the Northwest corner of Section 13, Township 21 South, Range 3 West, thence run East along the North line of said Section a distance of 1387.89 feet to the Southwest right of way line of the L. & N. Railroad; thence turn an angle of 45 degrees 24 minutes 39 seconds to the right and run along said Railroad right of way a distance of 107.95 feet to the P.C. of a right of way curve; thence continue along said right of way curve (whose Delta Angle is 41 degrees 20 minutes 33 seconds to the left, Radius is 1919.12 feet, Tangent is 724.07 feet, Length of Arc is 1384.76 feet) to the P.T. of said curve; thence continue along said right of way a distance of 1819.60 feet to the West right of way of Interstate Hwy. No. 65; thence turn an angle of 49 degrees 15 minutes 48 seconds to the right and run along said right of way line a distance of 1270.00 feet to the center line of Buck Creek; thence turn an angle of 123 degrees 00 minutes 00 seconds to the right and run along said creek a distance of 134.15 feet; thence turn an angle of 12 degrees 30 minutes to the right and run along said creek a distance of 566.41 feet; thence turn an angle of 20 degrees 48 minutes 43 seconds to the left and run along said creek a distance of 1161.14 feet; thence turn an angle of 21 degrees 16 minutes 08 seconds to the left and run along said creek a distance of 266.72 feet; thence turn an angle of 35 degrees 47 minutes 39 seconds to the right and run along said creek a distance of 225.22 feet; thence turn an angle of 51 degrees 37 minutes 19 seconds to the left and run along said creek a distance of 148.29 feet; thence turn an angle of 44 degrees 49

minutes 37 seconds to the right and run along said creek a distance of 390.00 feet; thence turn an angle of 12 degrees 15 minutes to the right and run along said creek a distance of 1780.00 feet; thence turn an angle of 68 degrees 45 minutes to the right and run along said creek a distance of 280.00 feet; thence turn an angle of 45 degrees 30 minutes to the left and run along said creek a distance of 530.00 feet; thence turn an angle of 35 degrees 26 minutes 14 seconds to the left and run along said creek a distance of 190.00 feet to the West line of said Section 13; thence turn an angle of 92 degrees 50 minutes 21 seconds to the right and run North along the West line of said Section a distance of 1450.00 feet to the point of beginning, being subject to Shelby County Hwy. No. 26 right of way.