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This Instrument Prepared By:  
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Bowman & Thagard  
Post Office Box 306  
Birmingham, Alabama 35201

STATE OF ALABAMA)

MORTGAGE MODIFICATION AGREEMENT

JEFFERSON COUNTY)

This Agreement is made and entered into this 9 day of March, 1984, between and among ☒ Central Bank of the South (hereinafter called "Mortgagee") and C. Beaty Hanna and Gage Y. Hanna (hereinafter called "Mortgagors").

Recitals

BOOK 453 PAGE 528  
On March 2, 1981, Mortgagee lent Landscape Services, Inc. ("Borrower") Three Hundred Thousand Dollars (\$300,000) which is evidenced by a promissory note in the amount of \$200,000 and a revolving promissory note in the amount of \$100,000, each of which is dated March 2, 1981, and is secured by an accommodation mortgage (hereinafter called "Mortgage") of the same date upon certain property owned by Mortgagors, the said Mortgage being filed for record in Real Property Book 410, page 485 in the Office of the Judge of Probate of Shelby County, Alabama. On December 9, 1982, Borrower increased its line of credit by executing a new revolving promissory note in the amount of Two Hundred Thousand Dollars (\$200,000) to replace the \$100,000 revolving promissory note executed on March 2, 1981. Borrower has now requested, and Mortgagee has agreed to extend, an additional loan in the amount of Sixty Thousand Dollars (\$60,000) such that the total increase in the indebtedness secured by the mortgage will be One Hundred Sixty Thousand Dollars (\$160,000), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. The first "Whereas clause" consisting of six (6) lines on page 1 of the Mortgage shall be deleted, and in lieu thereof the following "Whereas clauses" shall be added:

"WHEREAS, Landscape Services, Inc., an Alabama corporation (hereinafter "Borrowers", whether one or more) are contemporaneously with the execution hereof, becoming indebted to Central Bank of the South (hereinafter "Bank"), on a loan in the aggregate sum of Three Hundred Thousand Dollars (\$300,000) principal, as evidenced by a promissory note in the amount of \$200,000 and a revolving promissory note in the amount of \$100,000, each of which is dated March 2, 1981, payable to the Bank with interest thereon, on demand or as otherwise provided therein (hereinafter "Original Notes"); and

"WHEREAS, on December 9, 1982, Borrowers renewed and increased by \$100,000 their revolving line of credit by executing a new revolving promissory note in the amount of Two Hundred Thousand Dollars (\$200,000) dated December 9, 1982 (hereinafter "Renewal Revolving Note"); and

WHEREAS, on March 9, 1984, Borrowers executed and delivered to Bank a promissory note in the original principal amount of Sixty Thousand Dollars (\$60,000) (hereinafter the "New Note"). The aforementioned Original Notes, Renewal Revolving Note and the New Note are hereinafter collectively referred to as the "Note."

2. Except as herein amended or modified, the parties hereto agree that all of the provisions, obligations, covenants, terms and conditions of the Mortgage shall remain unchanged and continue in full force and effect.

3. This Agreement shall be governed by, and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Mortgagee and Mortgagors have caused this Mortgage Modification Agreement to be executed as of the day and year first above written.

ATTEST:

CENTRAL BANK OF THE SOUTH

By

Its

By

Its

WITNESS

WITNESS

C. Beaty Hanna

Cage Hanna

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony C. Cusick, whose name as Corporate Loan Officer of Central Bank of the South, 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 this the 30th day of July, 1984.

Beverly Mostafavi  
Notary Public



My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 25, 1987

STATE OF ALABAMA )

COUNTY OF )

X I, Nanna M. Masley, a Notary Public in and for said county in said state, hereby certify that C. Beaty Hanna, and wife, Gage Y. Hanna, 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 above and foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of July, 1984.

Nanna M. Masley  
Notary Public

My Commission Expires:

10/13/87

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

1984 AUG -6 PM 1:20

JUDGE

MTG TAX 240.0  
Rec 7.5  
Ind 1.0  
248.5