

THIS INSTRUMENT PREPARED BY:
T. Kurt Miller
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

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STATE OF ALABAMA)
JEFFERSON COUNTY)

MORTGAGE MODIFICATION AGREEMENT

This Agreement is made and entered into this 24 day of February, 1986 between and among Central Bank of the South (hereinafter called "Mortgagee") and C. Beaty Hanna and Gage Y. Hanna, husband and wife, (hereinafter called "Mortgagors").

Recitals

On March 2, 1981, Mortgagee loaned Landscape Services, Inc. ("Borrower") Three Hundred Thousand Dollars (\$300,000), evidenced by a promissory note in the amount of \$200,000 and a revolving promissory note in the amount of \$100,000, both dated March 2, 1981, and 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) ("12-9-82 Note") to replace the \$100,000 revolving promissory note executed on March 2, 1981. On March 9, 1984, Borrower requested, and Mortgagee agreed to extend, an additional loan in the amount of Sixty Thousand Dollars (\$60,000) which is now evidenced by a promissory note in the principal amount of Sixty Thousand Dollars

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Central Bank of the South

note # 185402

(\$60,000) which was executed and delivered by Borrower to Mortgagee on or about November 6, 1985 ("11-6-85 Note").

Borrower has now requested, and Mortgagee has agreed, to consolidate and renew its revolving line of credit, such that Mortgagee will extend to Borrower a line of credit in the aggregate amount of Two Hundred Fifty Thousand Dollars (\$250,000), which limitation shall include the aggregate indebtedness outstanding under the 12-9-82 Note and the 11-6-85 Note, 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 "Whereas clauses" 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; 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 "12-9-82 Note"); and

"WHEREAS, on November 6, 1985, Borrowers executed and delivered to Bank a promissory note in the original

principal amount of Sixty Thousand Dollars (\$60,000) (hereinafter "11-6-85 Note"); and

"WHEREAS, on February 24, 1986, Borrowers executed and delivered to Bank a promissory note in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000), which evidences a renewal and consolidation of the revolving lines of credit represented by the 12-9-82 Note and the 11-6-85 Note. (All of the above-mentioned promissory notes are hereinafter referred to collectively 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.

WITNESS:

CENTRAL BANK OF THE SOUTH

By: Gardner Brack
Its:

Norma M Mosley
Witness

C. Beaty Hanna
C. Beaty Hanna

Norma M Mosley
Witness

Gage Y. Hanna
Gage Y. Hanna

STATE OF ALABAMA)

COUNTY OF Jefferson

I, Robert T. Frost, a Notary Public in and for said County in said State, hereby certify that Ernest H. Brock, whose name as Branch Bank Officer of Central Bank of the South, an Alabama state banking 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 this the 24th day of February, 1986.



Robert T. Frost per Ernest H. Brock
Notary Public
My Commission Expires: 7-15-86

STATE OF ALABAMA)

COUNTY OF)

I, Norman Mosley, 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of Feb, 1986.



Norman Mosley
Notary Public
My Commission Expires: 10/13/87

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

1986 APR 10 AM 10:47

Shirley C. Shelley, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ _____
2. Mtg. Tax	_____
3. Recording Fee	<u>10.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>11.00</u>