

BOOK PAGE

1435 1111

STATE OF ALABAMA) 1147
MADISON COUNTY) 027710
and
SHELBY COUNTY)

This Amendment is recorded as additional security for mortgage recorded on July 22, 1986, in the Office of the Judge of Probate of Madison County, AL in Mortgage Book 1431, pages 1147-1148, on which mortgage tax has been paid in full.

RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA
ON THIS 22nd DAY OF JULY 1986
AT 11:47 AM
MUG-8 19:31
A. MADISON CO
THIS INSTRUMENT

SECOND AMENDMENT TO MORTGAGE,
SECURITY AGREEMENT AND ASSIGNMENT OF
RENTS AND LEASES

This Second Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases is entered as of this 18 day of July, 1986, by and between AmSouth Bank, National Association (the "Mortgagee") and Eugene M. McLain (the "Mortgagor").

BOOK 090 PAGE 803

WHEREAS, on August 22, 1984, the Mortgagor executed to the Mortgagee a mortgage, security agreement and assignment of rents and leases (the "Mortgage") on certain property described therein as security for the payment of promissory notes in the principal amounts of \$500,000, \$730,000, and \$470,000 which Mortgage is recorded in the Office of the Judge of Probate of Madison County, Alabama, in Mortgage Book 1332, page 303; and in the Office of the Judge of Probate of Shelby County in Book 004, page 886; and

WHEREAS, the Mortgage was amended by Amendment to Mortgage dated September 4, 1984 (the "First Amendment"), which First Amendment was recorded in the Probate Office of Madison County in Mortgage Book 1333, page 657; and

WHEREAS, the Mortgagee has agreed to lend to the Mortgagor the additional sum of \$429,000 upon certain conditions, one of which is that such sum shall be additionally secured by the Mortgage, as amended by the First Amendment, and the Mortgagor and the Mortgagee have agreed to execute this instrument to evidence said agreement.

NOW, THEREFORE, in consideration of the premises and in consideration of the Mortgagee lending to the Mortgagor the additional sum of \$429,000, the Mortgagor and the Mortgagee hereby agree that the Mortgage, as amended by the First Amendment, is further amended as follows:

1. The Mortgage, in addition to the debt already secured thereby, also secures a certain promissory note in the amount of \$429,000, dated July 1, 1986 (the "\$429,000 Note").

2. In Article VII of the Mortgage captioned Events of Default, the following shall constitute additional events of default:

Eugene M. McLain
Ray Bains

7.60
50
25
100
9.26

1435 1112

2.

(n) If the Mortgagor shall fail to pay to the Mortgagee when due principal or interest on the debt evidenced by the \$429,000 Note; or

(o) If the Mortgagor fails to comply with any of the provisions of any other document evidencing, securing, or executed in connection with the \$429,000 Note.

Except as specifically amended hereby, the Mortgage, as amended by the First Amendment, shall remain in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals as of the day first written above.

Eugene M. McLain
Eugene M. McLain

AMSOUTH BANK, NATIONAL ASSOCIATION

By Mary B Voorhes
Its Assistant Vice President

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STATE OF ALABAMA)
MADISON COUNTY)

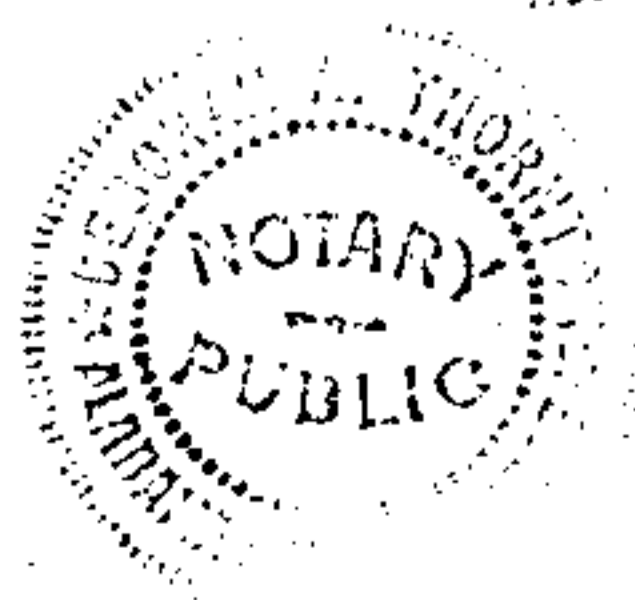
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eugene M. McLain, whose name is signed to the foregoing Second Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Second Amendment, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of July, 1986.

Deborah Thornton
Notary Public

AFFIX SEAL

My commission expires: _____
Commission Expires 5-23-90

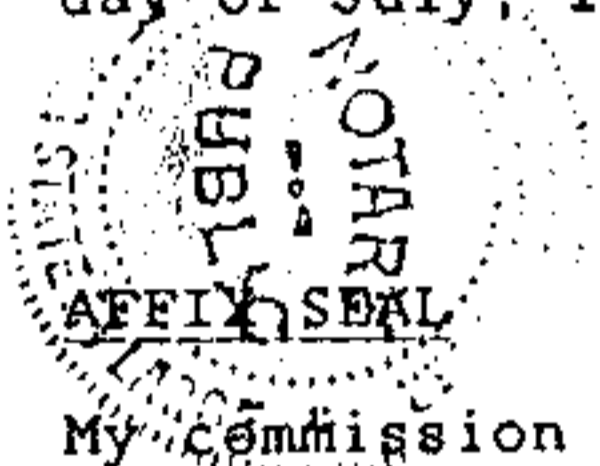


BOOK PAGE 3.
1435 1113

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary B. Voorhees, whose name as Assistant Vice President of AmSouth Bank, National Association, a national banking association, is signed to the foregoing Second Amendment to Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said Second Amendment to Mortgage, she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 18th day of July, 1986.



Connie Jane Kiser
Notary Public

Notary Public, Alabama State at Large
My Commission Expires December 1, 1989

My commission expires:

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This instrument prepared by:

Kay K. Bains
Cabaniss, Johnston, Gardner,
Dumas & O'Neal
1900 First National-Southern
Natural Building
Birmingham, Alabama 35203
(205) 252-8800

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 SEP 16 PM 1:03

Frank H. Riddick
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ 7.50
Index Fee	1.00
TOTAL	\$ 8.50

STATE OF ALABAMA MADISON COUNTY PROBATE OFFICE
I hereby certify that the foregoing instrument was filed for record in the office on 8-8-86 at 9:31 o'clock A.M. and duly recorded
Deed Tax _____ Mortgage Tax _____ FRANK H. RIDDICK, Judge of Probate.

01113