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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This First Amendment to Mortgage and Security Agreement is being executed on this 45 day of December, 1986, by and between Clayton-Bailey Properties Partnership (the "Borrower") and First Commercial Bank ("Lender").

Preamble

Borrower and Lender are parties to a Mortgage and Security Agreement dated June 11, 1986, (the "Mortgage"), pursuant to which Lender has extended to Borrower a Loan in the principal amount of \$775,000 (the "Loan"). The Loan is evidenced by Borrower's Promissory Note dated as of June 11, 1986 (the "Note"), as well as a Construction Loan Agreement dated June 11, 1986 and is secured by certain real property, structures, buildings, improvements, equipment, appurtenances and fixtures and other equipment, as more particularly described in the Mortgage. The Loan is further secured by individual and collective guarantees of certain parties as evidenced by a Guaranty dated June 11, 1986. The Note, the Construction Loan Agreement, the Guaranty and all other documents and instruments evidencing, securing, relating to or executed or delivered in connection with the Loan, collectively, are being amended and revised by separate agreement of even date herewith. Borrower and Lender now desire to modify the Mortgage and Security Agreement as set forth herein.

A G R E E M E N T

Now, therefore, in consideration of the premises, the mutual agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed by separate agreement of even date herewith that the Loan shall be modified by increasing the amount to \$870,000. To effectuate such modification, the Mortgage and Security Agreement shall be amended as follows:

ARTICLE I

Mortgage and Security Agreement

The Mortgage shall be and is hereby amended as follows:

1.01 Amendment of Preamble. The second paragraph of Preamble to the Mortgage shall be and is hereby amended by deleting therefrom "\$775,000" and adding thereto "\$870,000" in the first and third lines.

1.02 Effect on Other Provisions. Except as is expressly set forth herein, the Mortgage and Security Agreement shall continue in full force and effect in accordance with its terms.

First Commercial
Bank - P.O. 11746
Baha 25282

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

"BANK:"

ATTEST:

FIRST COMMERCIAL BANK,
a national banking association

By

Its

Address:

2000 South Bridge Parkway
Birmingham, Alabama 35202-1746

"BORROWER:"

CLAYTON-BAILEY PROPERTIES PARTNERSHIP,
an Alabama general partnership

By its general partners:

Ralph L. Lapcott

Larry Clayton
Larry Clayton

Ralph L. Lapcott

Neil Bailey
Neil Bailey

Ralph L. Lapcott

Warren Bailey
Warren Bailey

Address:

2120 Aaron Road
Helena, Alabama 35080

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WITNESS:

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that F. CLARK JONES, whose name as VICE PRESIDENT of FIRST COMMERCIAL BANK, a national banking association, 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 within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said banking association.

GIVEN under my hand and official seal of office, this 15th day of Dec, 1986.

[NOTARIAL SEAL]

Jonell H. Langston
Notary Public

My Commission Expires: 11-28-85

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Larry Clayton, whose name as general partner of Clayton-Bailey Properties Partnership, an Alabama general partnership, 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 15th day of December, 1986.

[NOTARIAL SEAL]

Claudia L. Adkins
Notary Public

My Commission Expires: January 30, 1987

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Neil Bailey, whose name as general partner of Clayton-Bailey Properties Partnership, an Alabama general partnership, 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 15th day of December, 1986.

[NOTARIAL SEAL]



STATE OF ALABAMA
COUNTY OF SHELBY

Claudia F. Adkins
Notary Public

My Commission Expires: January 30, 1987

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

1987 JAN -8 AM 11:41

Thomas P. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>142.50</u>
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>153.50</u>

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Warren Bailey, whose name as general partner of Clayton-Bailey Properties Partnership, an Alabama general partnership, 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 15th day of December, 1986.

[NOTARIAL SEAL]



Claudia F. Adkins
Notary Public

My Commission Expires: January 30, 1987