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This instrument prepared by
Douglas Corretti
1804 7th Avenue North
Birmingham, Alabama 35203

THE STATE OF ALABAMA

SHELBY COUNTY

AMENDMENT TO NOTE AND ACCOMODATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jefferson Land Services, Inc., an Alabama corporation (herein "Jefferson Land") did heretofore on November 11, 1986 execute a certain Note in the amount of Two Million and No/100 (\$2,000,000.00) Dollars to Jefferson Federal Savings and Loan Association of Birmingham, a federally chartered savings and loan association (herein "Jefferson Federal"), which said Note was inadvertently dated November 12, 1986; and;

WHEREAS, Jefferson Land, as Borrower, and Double Oaks Associates, an Alabama general partnership, (herein "Double Oaks"), as Accomodation Mortgagor did execute a certain Accomodation Mortgage dated November 11, 1986 to secure said Note; and,

WHEREAS, said Accomodation Mortgage has not, as of the date of the execution of this Amendment to Note and Accomodation Mortgage been recorded in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, Jefferson Federal has noted that Exhibit A which contains the legal description of the real property which is the security for the indebtedness evidenced by said Note and secured by said Accomodation Mortgage was not attached to said Accomodation Mortgage; and,

WHEREAS, Jefferson Land, Double Oaks and Jefferson Federal desire to correct the said Note by setting out thereon the correct date of execution; and to correct the Accomodation Mortgage by attaching thereto and making a part thereof Exhibit A which contains the legal description of the real property which is the security for the indebtedness evidenced by said Note; and,

WHEREAS, the Borrower, Jefferson Land, and the Accomodation Mortgagor, Double Oaks and all of its General Partners have agreed that this Amendment to Note and Accomodation Mortgage,

Land Title

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together with Exhibit A, shall be attached to and expressly made a part of the said Accomodation Mortgage prior to its being recorded in the said Probate Office,

NOW, THEREFORE, in consideration of the premises, the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid to Jefferson Land and Double Oaks by Jefferson Federal, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The said Note is hereby amended by deleting the date "November 12, 1986" in the upper righthand corner on Page 1 thereof, and substituting therefor the date "November 11, 1986."

2. The Accomodation Mortgage is hereby amended by making a part thereof and attaching thereto Exhibit A, which is attached to this Amendment to Note and Accomodation Mortgage.

3. Said Exhibit A is hereby expressly made a part of said Accomodation Mortgage to the same extent as if same had been attached to and made a part of said Accomodation Mortgage at the time it was executed on November 11, 1986.

4. The said Note and Accomodation Mortgage and all the covenants, provisions, terms and conditions contained therein, as herein amended, are hereby ratified, confirmed and approved by Jefferson Land, Double Oaks and Jefferson Federal.

5. The said Note and Accomodation Mortgage, as hereby amended, remain in full force and effect in all respects and are enforceable in accordance with the covenants, provisions, terms and conditions of same.

6. This Amendment to Note and Accomodation Mortgage, together with said Exhibit A, shall be attached to and made a part of the Accomodation Mortgage prior to its being recorded in said Probate Office.

IN WITNESS WHEREOF, the undersigned Jefferson Land and Jefferson Federal have caused this Amendment to Note and Accomodation Mortgage to be executed by their officers who are thereunto duly authorized and the undersigned Double Oaks has

caused same to be executed by all of its General Partners who are thereunto duly authorized, on this 11th day of November, 1986.

ATTEST:

JEFFERSON LAND SERVICES, INC., an Alabama corporation

By: MAK
Its: Director / SEC / Treas

By: Brooks Spalding (SEAL)
Its: Vice President

WITNESS:

DOUBLE OAKS ASSOCIATES, an Alabama general partnership

William K. Murray

By: A. Myron Harper (SEAL)
A. Myron Harper
General Partner

John A. Mann, Jr.

By: John A. Mann, Jr. (SEAL)
John A. Mann, Jr.
General Partner

William K. Murray

By: William K. Murray (SEAL)
William K. Murray
General Partner

William K. Murray, Jr.

By: William K. Murray, Jr. (SEAL)
William K. Murray, Jr.
General Partner

James B. Davis

By: James B. Davis (SEAL)
James B. Davis
General Partner

James R. Davis

By: James R. Davis (SEAL)
James R. Davis
General Partner

ATTEST:

ARLINGTON PROPERTIES, INC., an Alabama corporation

By: Hugh J. [unclear]
Its: Vice President

By: Will C. [unclear] (SEAL)
Its: Chairman President
General Partner

ATTEST:

JEFFERSON LAND SERVICES, INC., an Alabama corporation

By: MAK
Its: Director / SEC / Treas

By: Brooks Spalding (SEAL)
Its: Vice President
General Partner

ATTEST:

JEFFERSON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BIRMINGHAM, a
federally chartered savings and loan
association

By: [Signature]
Its: Vice Pres & Cons.

By: [Signature] (SEAL)
Senior Vice President

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brooks Yeilding, whose name as Vice President of Jefferson Land Services, Inc., a corporation, is signed to the foregoing Amendment to Note and Accomodation Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of said 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 11th day of November, 1986.

[Signature]
Notary Public

My commission expires 11-15-86

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that A. Myron Harper, John A. Mann, Jr., William K. Murray, William K. Murray, Jr., James B. Davis and James R. Davis, whose names as General Partners of Double Oaks Associates, an Alabama general partnership, are signed to the foregoing Amendment to Note and Accomodation Mortgage, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said General Partnership, acting in their capacity as General Partners of said General Partnership as aforesaid.

Given under my hand this 11th day of November, 1986.

[Signature]
Notary Public

My commission expires 2/3/91

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THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William C. Hulsey, whose name as Chairman of the Board of Arlington Properties, Inc., a corporation, as General Partner of Double Oaks Associates, an Alabama general partnership, is signed to the foregoing Amendment to Note and Accomodation Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such Chairman of the Board of said General Partner and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as General Partner of said General Partnership, as aforesaid.

Given under my hand this 11th day of November, 1986.

Pauline Lucka
Notary Public

My commission expires 2/2/90

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brooks Yeilding, whose name as Vice President of Jefferson Land Services, Inc., a coporation, as General Partner of Double Oaks Associates, an Alabama general partnership, is signed to the foregoing Amendment to Note and Accomodation Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer of said General Parnter and with full authority, executed the same voluntarily for and as the act of corporation acting in its capacity as General Parnter of said General Partnership, as aforesaid.

Given under my hand this 11th day of November, 1986.

Susan Cleveland
Notary Public

My commission expires 11-15-89

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Graham Hutson, whose name as Senior Vice President of Jefferson Federal Savings and Loan Association of Birmingham, a federally chartered savings and loan association, is signed to the foregoing Amendment to Note and Accomodation Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said saving and loan association.

Given under my hand this 11th day of November, 1986.

Pauline Lucka
Notary Public

My commission expires 2/2/90

Parcel I

The following parcel of land situated in Section 5, 6, 7 and 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northeast corner of said Section 7 and run in a westerly direction along the north line of said section a distance of 662.82 feet to the point of beginning, said point being a 3" capped iron; thence turn an angle to the left of 89 degrees 18' 18" and run in a southerly direction for a distance of 1324.24 feet to a 3" capped iron; thence turn an angle to the right of 88 degrees 56' 46" and run in a westerly direction for a distance of 665.27 feet to a 3" capped iron; thence turn an angle to the right of 0 degrees 00' 28" and run in a westerly direction for a distance of 663.46 feet to a 3" capped iron; thence turn an angle to the left of 88 degrees 50' 54" and run in a southerly direction for a distance of 661.83 feet to a 3" capped iron; thence turn an angle to the right of 88 degrees 54' 41" and run in a westerly direction for a distance of 664.48 feet to a 3" capped iron; thence turn an angle to the left of 88 degrees 50' 36" and run in a southerly direction for a distance of 662.24 feet to a 3" capped iron; thence turn an angle to the left of 91 degrees 09' 30" and run in an easterly direction for a distance of 1330.57 feet to an iron pin; thence turn an angle to the left of 0 degrees 17' 02" and run in an easterly direction for a distance of 1330.27 feet to a 3" capped iron; thence turn an angle to the right of 1 degree 32' 57" and run in an easterly direction for a distance of 1327.47 feet to a point; thence turn an angle to the left of 90 degrees 11' 30" and run in a northerly direction for a distance of 1329.18 feet to a point; thence turn an angle to the right of 89 degrees 46' 41" and run in an easterly direction for a distance of 1516.36 feet to a point on the westerly right of way of U. S. Highway 280; thence turn an angle to the left of 77 degrees 47' 31" and run in a northeasterly direction along said right of way for a distance of 65.75 feet to a point; thence turn an angle to the right of 8 degrees 31' 51" and run in a northeasterly direction along said right of way for a distance of 202.24 feet to a point; thence turn an angle to the left of 8 degrees 31' 51" and run in a northeasterly direction along said right of way for a distance of 700.00 feet to a point; thence turn an angle to the left of 6 degrees 35' 32" and run in a northeasterly direction along said right of way for a distance of 217.77 feet to a point on a curve which is concave to the west having a central angle of 17 degrees 08' 16" and a radius of 1973.59 feet; thence turn a clockwise interior angle to the chord of said curve of 178 degrees 01' 24" and run in a northeasterly direction along said right of way and also along arc of said curve for a distance of 590.32 feet to a point; thence turn a clockwise interior angle from said chord of 123 degrees 36' 53" and run in a northwesterly direction along said right of way for a distance of 137.74 feet to a point; thence turn an angle to the right of 45 degrees 51' 45" and run in a northwesterly direction along said right of way for a distance of 80.00 feet to a point; thence turn an angle to the right of 44 degrees 25' 58" and run in a northeasterly direction along said right of way for a distance of 142.84 feet to a point; thence turn an angle to the left of 44 degrees 25' 58" and run in a northwesterly direction along said right of way for a distance of 447.42 feet to a point; thence turn an angle to the left of 83 degrees 43' 30" and run in a westerly direction for a distance of 385.15 feet to a 3" capped iron; thence turn an angle to the left of 89 degrees 18'

36" and run in a southerly direction for a distance of 1118.37 feet to a 3" capped iron; thence turn an angle to the right of 89 degrees 29' 41" and run in a westerly direction for a distance of 1330.92 feet to a 3" capped iron; thence turn an angle to the right of 90 degrees 23' 04" and run in a northerly direction for a distance of 658.25 feet to a point; thence turn an angle to left of 90 degrees 23' 50" and run in a westerly direction for a distance of 667.08 feet to a 3" capped iron; thence turn an angle to the right of 90 degrees 28' 37" and run in a northerly direction for a distance of 657.17 feet to a 3" capped iron; thence turn an angle to the right of 89 degrees 25' 50" and run in an easterly direction for a distance of 666.18 feet to a 3" capped iron; thence turn an angle to the left of 89 degrees 22' 51" and run in a northerly direction for a distance of 1314.98 feet to a 3" capped iron; thence turn an angle to the left of 90 degrees 36' 35" and run in a westerly direction for a distance of 752.05 feet to a iron pin at the northeast corner of Lot 14, Little Ridge Estates as recorded in Map Book 9, page 174, in the Office of Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 55 degrees 27' 31" and run in a southwesterly direction along the back line of said Lot 14 for a distance of 118.85 feet to an iron pin; thence turn an angle to the right of 14 degrees 19' 14" and run in a southwesterly direction along the back line of Lots 14 and 15 of said subdivision for a distance of 185.02 feet to an iron pin; thence turn an angle to the left of 10 degrees 24' 44" and run in a southwesterly direction along the back line of Lots 15, 16, 18, and 19 of said subdivision for a distance of 408.04 feet to an iron pin; thence turn an angle to the left of 4 degrees 04' 32" and run in a southwesterly direction along the back of Lots 19, 20, and 21 of said subdivision for a distance of 301.32 feet to a point; thence turn an angle to the left of 1 degree 02' 56" and run in a southwesterly direction along the back of Lots 21, 22, and 23 of said subdivision for a distance of 334.94 feet to a point; thence turn an angle to the left of 123 degrees 21' 45" and run in an easterly direction for a distance of 223.29 feet to a 2" iron pipe; thence turn an angle to the right of 90 degrees 33' 30" and run in a southerly direction for a distance of 247.50 feet to a 3" capped iron; thence turn an angle to the right of 45 degrees 01' 16" and run in a southwesterly direction for a distance of 938.38 feet to a 3" capped iron; thence turn an angle to the left of 45 degrees 03' 37" and run in a southerly direction for a distance of 656.44 feet to the point of beginning.

LESS AND EXCEPT:

- 1) Right of way granted to Shelby County by instrument recorded in Deed Book 278, page 893 in Probate Office. (50' right of way - Farley Road).
- 2) Tank Site: A parcel of land located in the southeast quarter of the northeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said quarter-quarter section, thence in an easterly direction, along the north line of said quarter-quarter section a distance of 187.00 feet to the point of beginning; thence continue along last described course a distance of 100.00 feet; thence 90 degrees 00' 00" right in a southerly direction, a distance of 100.00 feet; thence 90 degrees 00' 00" right in a westerly direction, a distance of 100.00 feet; thence 90 degrees 00' 00" right, in a northerly direction, a distance of 100.00 feet to the point of beginning.
- 3) Well Site: A parcel of land located in the southeast quarter of the northeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said quarter-quarter section; thence in an easterly direction, along the north line of said quarter-quarter section a distance of 700.00 feet to the point of beginning; thence continue along last described course a distance of 50.00 feet; thence 90 degrees 00' 00" right in a southerly direction a distance of 50.00 feet; thence 90 degrees 00' 00" right in a westerly direction a distance of 50.00 feet; thence 90 degrees 00' 00" right in a northerly direction a distance of 50.00 feet to the point of beginning.

STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JAN 14 PM 1:08

Thomas A. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	<u> </u>
2. Mtg. Tax		<u> </u>
3. Recording Fee		<u>17.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>18.50</u>