

P 80981

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AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, dated as of the 23rd day of September, 1987, between SOUTHRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Bank"), and VALLEYDALE (5) DEVELOPMENT COMPANY, an Alabama general partnership ("Borrower").

R E C I T A L S

A. Borrower is indebted to Bank pursuant to that certain Promissory Note, dated December 23, 1986, from Borrower to Bank in the principal sum of \$2,500,000 (the "Note"). The Note is secured by that certain Mortgage and Security Agreement, dated December 23, 1986, from Borrower to Bank, recorded at Book 106, page 496 in the Probate Office of Shelby County, Alabama (the "Mortgage").

B. Borrower and Bank have amended and restated the Note in its entirety by that certain Amended and Restated Promissory Note dated of even date herewith (the "Restated Note"), to increase the principal amount thereof from \$2,500,000 to \$5,700,000, and in certain other respects. Borrower and Bank desire to amend the Mortgage accordingly.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Mortgage is hereby amended to increase the amount of the indebtedness secured thereby from \$2,500,000

to \$5,700,000. Mortgage tax is accordingly being paid on the increased indebtedness of \$3,200,000.

2. From and after the date hereof, all references in the Mortgage to the Note shall be deemed to refer to the Restated Note, as the same may hereafter be modified, extended or renewed.

3. The Mortgage is further amended by inserting the following paragraph on page 18:

3.06 Construction Loan Agreement. This is a construction loan mortgage and the indebtedness secured hereby will be advanced to the Borrower by the Lender in accordance with a Construction Loan Agreement dated as of September 23, 1987 (as the same may hereafter be amended, the "Construction Loan Agreement"). This Mortgage secures future advances made pursuant to said Construction Loan Agreement. Notwithstanding anything to the contrary contained in this Mortgage or in the Note secured hereby, or in any other instrument securing the loan evidenced by said Note, the Lender may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Lender hereunder, immediately due and payable in the event of a breach by the Borrower of any covenant contained in this Mortgage, the Note secured hereby, or in the Construction Loan Agreement, which said Construction Loan Agreement is, by reference, herein incorporated to the same extent and effect as though set forth herein in full.

4. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed.

BOOK 153 PAGE 944

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION

BY: W.T. Keith
Its Sr. Vice Pres.

VALLEYDALE (5) DEVELOPMENT
COMPANY

BY: [Signature]
L.W. Cave

BY: [Signature]
T.E. Mitchell

AS GENERAL PARTNERS AND
MANAGING AGENTS FOR VALLEYDALE
(5) DEVELOPMENT COMPANY

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W.T. KEITH, whose name as SENIOR VICE PRESIDENT of SouthTrust Bank of Alabama, National Association, 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 instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal, this 1st day of October, 1987.

Diane M. Obbing
Notary Public

My commission expires:
1-24-91

STATE OF ALABAMA)
JEFFERSON COUNTY)
Mobile

Partners I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that L.W. Cave and T.E. Mitchell, whose names as General Partners and Managing Agents of Valleydale (5) Development Company, 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, as such partners and agents, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this 30th day of September, 1987.

Teresa Ann Topolnicki
Notary Public

My commission expires:
7-8-89

This instrument was prepared by Gail L. Mills, Attorney at Law, 3000 SouthTrust Tower, Birmingham, Alabama 35203.

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

1987 OCT -5 AM 11:42

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	<u>4800.00</u>
2. Mtg. Tax		<u>10.00</u>
3. Recording Fee		<u>1.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>4811.00</u>