

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)

COUNTY OF SHELBY)

AMENDMENT NO. 2 TO MORTGAGE AND SECURITY AGREEMENT

This Amendment No. 2 to Mortgage and Security Agreement is made as of the 18th day of May, 1988, and is by and between **DONNIE F. TUCKER**, a married man (hereinafter called the "Borrower"), Mortgagor, and **CENTRAL BANK OF THE SOUTH**, Birmingham, Alabama, a state banking corporation (hereinafter called "Bank"), Mortgagee.

PREAMBLE

Borrower entered into a Mortgage and Security Agreement dated May 14, 1987, recorded in Real Record 131, beginning at Page 239, in the Office of the Judge of Probate of Shelby County, Alabama, and an Amendment to Mortgage and Security Agreement dated July 21, 1987, recorded in Real Record 141, beginning at Page 925, in the Office of the Judge of Probate of Shelby County, Alabama (the Mortgage and Security Agreement and the Amendment to Mortgage and Security Agreement are collectively referred to herein as the "Mortgage and Security Agreement"). Borrower and Bank now desire to further amend the Mortgage and Security Agreement to add a parcel of property to the Mortgage and Security Agreement.

NOW, THEREFORE, in consideration of forbearance by the Bank, the mutual promises hereinafter contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank, intending to be legally bound hereby, agree as set forth below.

AMENDMENT

1. **Amendment.** The property described on Addendum I hereto is hereby added to the Mortgage and Security Agreement as "Mortgaged Property", and Borrower hereby grants, bargains, sells, aliens and conveys unto the Bank, its successors and assigns, the real property described on Addendum I hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Borrower and situated on the real property described on Addendum I hereto or used or intended to be used in connection with or with the operation of said real property, buildings or other improvements, in all respects as if set forth in said Mortgage and Security Agreement and to the same extent and as fully as if the real property described on Addendum I hereto were described on Exhibit A and Addendum I

Jack A

to the Mortgage and Security Agreement upon its original recording as the "Mortgaged Property" granted and conveyed thereby.

2. Reaffirmation of Representations and Warranties. Each representation and warranty contained in the Mortgage and Security Agreement is hereby reaffirmed as of the date hereof, and the Borrower hereby makes each representation and warranty contained in the Mortgage and Security Agreement as to the real and personal property granted and conveyed to the Bank hereby as fully as if the real property described on Addendum I hereto were described on Exhibit A and Addendum I to the Mortgage and Security Agreement upon its original recording.

3. Effective Date. The effective date of this Amendment is the date first set forth above.

4. Effect of Amendment. Except as specifically modified herein, all provisions of the Mortgage and Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Donnie F. Tucker and Central Bank of the South have caused this Amendment to be duly and properly executed under seal as of the day and year first above written.

WITNESS:

Virginia S. Bohak

BORROWER:

Donnie F. Tucker
DONNIE F. TUCKER

BANK:

CENTRAL BANK OF THE SOUTH

WITNESS:

Virginia S. Bohak

By: [Signature]

Its: Vice President

Borrower's Address:

2086 Valleydale Terr
B'ham, AL 35244

Lender's Address:

Central Bank of the South
701 South 20th Street
Birmingham, Alabama 35233

STATE OF ALABAMA

COUNTY OF Jefferson

I, Tammy Gogans a Notary Public in and for said County in said State, hereby certify that DONNIE F. TUCKER, whose name 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 executed the same voluntarily.

Given under my hand this 18th day of May, 1988.

Sammy Grogg
Notary Public
My commission expires: 6-8-91

NOTARIAL SEAL

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Phillip R. Webb, whose name as Vice President 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 18th day of May, 1988.

Sammy Grogg
Notary Public
My commission expires: 6-8-91

[NOTARIAL SEAL]

BOOK 185 PAGE 346

ADDENDUM I

Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, according to survey of Riverchase Trade Center, as recorded in Map Book 12, Page 24, in the probate Office of Shelby County, Alabama.

LESS AND EXCEPT:

1. Mortgage from Donnie F. Tucker and wife, Mary J. Tucker, to Central Bank of the South, dated November 16, 1984, recorded in Real Record 011, Page 243, in Probate Office.
2. Mortgage from Donnie F. Tucker and wife, Mary J. Tucker to Central Bank of the South, dated July 21, 1986 and filed for record in the Probate Office of Shelby County, Alabama, in Real Record 083, Page 79.
3. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as conveyed in Deed Book 6, Page 80, in Probate Office.
4. Rights claimed by Alabama Power Company under the following transmission line permits: Deed Book 101, Page 500; Deed Book 101, Page 569; Deed Book 111, Page 153; Deed Book 129, Page 38; Deed Book 164, Page 177; Deed Book 167, Page 117; Deed Book 194, Page 58; Deed Book 228, Page 197; Deed Book 240, Page 429; Deed Book 251, Page 514; and Real Record 028, Page 759, all in Probate Office of Shelby County, Alabama.
5. Rights claimed under the gas line easement to Alabama Gas Corporation recorded in Deed Book 215, Page 47, in the Probate Office of Shelby County, Alabama.
6. Rights claimed under the public road right of way deed to Shelby County recorded in Deed Book 102, Page 441, and under condemnation proceedings recorded in Probate Minutes Book 7, Page 38 and 46 in the Probate Office of Shelby County, Alabama.
7. Building set back lines, utility and sewer easements, and restrictions as shown on recorded map of said subdivision.
8. Subject to lien created by divorce decree as recorded in Real Record 181, Page 573, in Probate Office, in favor of Mary Jim Tucker.

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

88 MAY 19 PM 1:28

F. Thomas P. [Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>11.00</u>

BOOK 185 PAGE 347