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**THIS INSTRUMENT WAS PREPARED BY:**

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STATE OF ALABAMA )

COUNTY OF SHELBY )

**AMENDMENT NO. 1 TO ASSIGNMENT OF RENTS AND LEASES**

This Amendment No. 1 to Assignment of Rents and Leases 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"), Assignor, and **CENTRAL BANK OF THE SOUTH**, Birmingham, Alabama, a state banking corporation (hereinafter called the "Mortgagee"), Assignee.

**PREAMBLE**

Borrower entered into an Assignment of Rents and Leases dated July 21, 1987, recorded in Real Record 141, beginning at Page 929, in the office of the Judge of Probate of Shelby County, Alabama (the "Assignment of Rents and Leases"). Borrower and Mortgagee now desire to amend the Assignment of Rents and Leases to add a parcel of property to the Assignment of Rents and Leases.

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

**AMENDMENT**

1. **Amendment.** The real property described on Addendum I hereto is hereby added to the Assignment of Rents and Leases as "Premises", and Borrower hereby sells, assigns and transfers unto the Mortgagee all leases of all or part of the real property described on Addendum I hereto, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the real property described on Addendum I hereto or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers granted in the Assignment of Rents and Leases, in all respects as if set forth in said Assignment of Rents and Leases and to the same extent and as fully as if the real property described on Addendum I hereto were described on Exhibit A to the Assignment of Rents and Leases upon its original recording as the "Premises" described therein. Each reference in the Assignment of Rents and Leases to the "Mortgage and Security Agreement" or the "Mortgage" shall be deemed to be references to said document as amended by that certain Amendment to

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*[Handwritten signature]*

Mortgage and Security Agreement dated July 21, 1987, executed by Borrower and the Mortgagee, recorded in Real Record 141, Page 925, in the office of the Judge of Probate of Shelby County, Alabama, and that certain Amendment No. 2 to Mortgage and Security Agreement executed by the Borrower and the Mortgagee contemporaneously herewith.

2. Reaffirmation of Representations and Warranties. Each representation and warranty contained in the Assignment of Rents and Leases is hereby reaffirmed as of the date hereof, and the Borrower hereby makes each representation and warranty contained in the Assignment of Rents and Leases as to the real and personal property assigned to the Bank hereby as fully as if the real property described on Addendum I hereto were described on Exhibit A to the Assignment of Rents and Leases upon its original recording as the "Premises" described therein.

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 Assignment of Rents and Leases 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:

Vignia S. Baker

BORROWER:

Donnie F. Tucker  
DONNIE F. TUCKER

BANK:

CENTRAL BANK OF THE SOUTH

WITNESS:

Fulton W. Smith

By: John P. Plunk

Its: VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF Jefferson

I, Tammy Goggans 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 18<sup>th</sup> day of May, 1988.

NOTARIAL SEAL

Jimmy Hogan  
Notary Public  
My commission expires: 6-8-91

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Philip 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 18<sup>th</sup> day of May, 1988.

[NOTARIAL SEAL]

Jimmy Hogan  
Notary Public  
My commission expires: 6-8-91

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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 1:29

*Thomas A. Shivers, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 10.00

Index Fee 1.00

TOTAL \$ 11.00

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