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THIS INSTRUMENT WAS PREPARED BY:
 Richard L. Pearson
 Balch & Bingham
 Post Office Box 306
 Birmingham, Alabama 35201

AMENDMENT NO. 1 TO
ASSIGNMENT OF RENTS AND LEASES

STATE OF ALA. JEFFERSON CO
 I CERTIFY THIS INSTRUMENT
 WAS FILED IN
 JUN 30 2 59 PM '88
 RECORDED & \$ MIC. L.
 & \$ DEED TAX HAS BEEN
 PD. ON THIS INSTRUMENT.
 JUDGE OF PROBATE

STATE OF ALABAMA)
)
 COUNTIES OF SHELBY)
 AND JEFFERSON)

BOOK 192 PAGE 301

This Amendment No. 1 to Assignment of Rents and Leases is made as of the 1st day of June, 1988, and is by and among Briarwood Presbyterian Church, an Alabama non-profit corporation (hereinafter called the "Undersigned"), and Central Bank of the South, Birmingham, Alabama, a state banking corporation, AmSouth Bank N.A., a national banking association, and SouthTrust Bank of Alabama, National Association, a national banking association (hereinafter collectively and severally called "Mortgagees").

PREAMBLE

The Undersigned entered into an Assignment of Rents and Leases (the "Original Assignment") dated November 5, 1986, confirmed and re-executed on February 4, 1987, recorded in Real 3086, beginning at page 317 in the office of the Judge of Probate of Jefferson County, Alabama, and in Real 113, beginning at page 810 in the office of the Judge of Probate of Shelby County, Alabama. The Original Assignment secures, among other indebtedness and obligations, the advances by the Mortgagee under

Land Title

obligations, the advances by the Banks with respect to the Loan (as therein defined) and under the Notes (as therein defined). Concurrently herewith the Borrower and the Banks have amended the Loan Agreement dated November 5, 1987, as heretofore amended by Amendment No. 1 to Loan Agreement dated February 4, 1987, pursuant to an Amendment No. 2 to Loan Agreement dated as of even date herewith (which Loan Agreement, as hereafter further amended is referred to herein as the "Loan Agreement") and various other Loan Documents (as defined in the Loan Agreement) for the purpose, inter alia, of recognizing and acknowledging that the security and collateral for the Loan also will secure the indebtedness and obligations of the Borrower to the Banks arising under or pursuant to the Credit Agreement (herein referred to, as the same may be amended, modified, supplemented, or extended, as the "Credit Agreement") dated as of May 1, 1988 between the Borrower and AmSouth Bank N.A. (which, in its capacity as the issuer of the Letter of Credit, as defined in the said Credit Agreement, is referred to herein as the "Credit Obligor"). The Credit Agreement provides, inter alia, that the Borrower will reimburse the Credit Obligor for all draws under the Irrevocable Letter of Credit (No. 5300698) in the amount of \$2,338,767 issued by the Credit Obligor to AmSouth Bank N.A., as Trustee (the "Trustee") under a Trust Indenture dated as of May 1, 1988 between the Trustee and Jefferson County, Alabama (the "County"), to provide for the payment of the debt service on, and the purchase price of, the County's Public Improvement Revenue Warrants

(Briarwood Presbyterian Church Project), Series 1988 in the aggregate original principal amount of \$2,250,000 (the "Warrants").

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, ten dollars (\$10.00) in hand paid by Borrower to the Banks and other valuable consideration, Borrower and the Banks, intending to be legally bound hereby, agree as set forth below.

AMENDMENT

1. Amendment to Mortgage.

1.1 Without limitation to the provisions of the Original Mortgage, and the security provided by and under the Original Mortgage for the Loan, the Notes, and the Other Indebtedness, it is hereby declared and agreed that the Mortgage shall secure, on the same basis and on the same terms as the Notes and the Other Indebtedness and all other obligations secured thereby, all amounts payable by the Borrower under or pursuant to the Credit Agreement and all of the obligations, liabilities, duties, and responsibilities of the Borrower under or pursuant to the Credit Agreement, whether now existing or hereafter arising, whether joint or several, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof (herein the "Credit Agreement Indebtedness"). Each reference in the Original Mortgage to the "Loan Documents" or to a "Loan Document", and each reference in the Original Mortgage to the "Other Indebtedness Instruments" or

to an "Other Indebtedness Instrument," shall be deemed hereafter to include a reference to the Credit Agreement, and each reference in the Mortgage to the Other Indebtedness or to the "indebtedness secured hereby" or phrases of similar import shall be deemed hereafter to include a reference to the Credit Agreement Indebtedness.

1.2 Exhibit A to the Original Mortgage hereby is amended by deleting "Parcel IB" therefrom and by substituting the description of "Parcel IA" appearing on the Addendum hereto for the description of "Parcel IA" appearing on such Exhibit A.

1.3 The first sentence of Paragraph 1.13 of the Original Mortgage is hereby amended to read in its entirety as follows:

1.13 Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Notes, of the Loan Documents, or of the Other Indebtedness Instruments, then the Lender at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest thereon at the greater of the rate of ten percent (10%) per annum, the highest rate set forth in any of the Notes, and three percentage points (3%) in excess of the Prime Rate (as defined in the Credit Agreement).

1.4 Paragraph 2.01 of the Original Mortgage shall be amended by adding the following subparagraph (g) as an Event of Default under the Mortgage:

"(g) The occurrence of any Event of Default under the Credit Agreement, including as set forth in Section 5.01 thereof."

1.5 Paragraph 2.11 hereby is amended to read in its entirety as follows:

2.11 Borrower to Pay the Notes on any Default in Payment; Application of Moneys by Lender. If default shall be made in the payment of any amount due under this Mortgage, the Notes, the Loan Document or the Other Indebtedness Instruments, then, upon demand of the Lender, the Borrower will pay to the Lender the whole amount due and payable under the Notes and under all Loan Documents and all Other Indebtedness Instruments, and including, without limitation to the generality of the foregoing, all amounts due and payable, or declared due and payable under and pursuant to Section 5.03 of the Credit Agreement; and in case the Borrower shall fail to pay the same forthwith upon such demand, the Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorneys.

2. Effective Date. The date of this Amendment was selected for convenience of reference. The effective date of this Amendment is the date of execution and delivery hereof.

3. Effect of Amendment. Except as specifically modified herein, all provisions of the Original Mortgage shall remain in full force and effect and hereby are ratified and confirmed in all respects. The Original Mortgage and this Amendment shall be read, taken, and construed as one and the same instrument so that all rights, remedies, terms, conditions, covenants, and agreements of the Original Mortgage shall apply and remain in force and effect with respect to this Amendment. The

Original Mortgage as amended by this Amendment is referred to herein as the "Mortgage."

IN WITNESS WHEREOF, Briarwood Presbyterian Church, Central Bank of the South, SouthTrust Bank of Alabama, National Association, and AmSouth Bank N.A. have caused this Amendment to be duly and properly executed in Birmingham, Alabama as of the 1st day of June, 1988, but actually on the dates set forth below.

-S E A L-

ATTEST

By: Thomas F. Legend
Secretary

BRIARWOOD PRESBYTERIAN CHURCH,
an Alabama non-profit corporation

By: John Brockmeyer
Its President

Date of Execution: June 30, 1988

WITNESS:

Richard L. [Signature]

CENTRAL BANK OF THE SOUTH

By: Darryl Dennis
Its: Vice President

Date of Execution: June 30, 1988

WITNESS:

Richard L. [Signature]

SOUTHTRUST BANK OF ALABAMA, NATIONAL
ASSOCIATION

By: Curtis J. Perry
Its: Comm'l Loan Officer

Date of Execution: June 30, 1988

WITNESS:

Richard L. [Signature]

AMSOUTH BANK N.A.

By: Steve B. Stewart
Its: Vice President

Date of Execution: June 30, 1988

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Lisa Olivia Wells, the undersigned, a Notary Public in and for said County in said State, hereby certify that John R. McKinstry, whose name as President of Briarwood Presbyterian Church, a non-profit 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal of office this 30th day of June, 1988.

Lisa Olivia Wells

Notary Public

MY COMMISSION EXPIRES JULY 24, 1989

My Commission Expires: _____

[SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Lisa Olivia Wells, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sam Derriso, whose name as Vice President of Central Bank of the South, a 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal of office this 30th day of June, 1988.

Lisa Olivia Wells

Notary Public

MY COMMISSION EXPIRES JULY 24, 1989

My Commission Expires: _____

[SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Lisa Olivia Wells, the undersigned, a Notary Public in and for said County in said State, hereby certify that Curtis J. Perry, whose name as Commercial Loan Officer 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal of office this 30th day of June, 1988.

Lisa Olivia Wells
Notary Public

MY COMMISSION EXPIRES JULY 24, 1989

[SEAL]

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Lisa Olivia Wells, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve B. Hewett, whose name as Vice President of AmSouth Bank N.A., 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 above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal of office this 30th day of June, 1988.

Lisa Olivia Wells
Notary Public

MY COMMISSION EXPIRES JULY 24, 1989

[SEAL]

My Commission Expires: _____

ADDENDUM

PARCEL 1A (Building Site)

Begin at the southwest corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West, thence run north 0 degrees, 02 minutes, 57 seconds west 433.40 feet; thence run north 88 degrees, 44 minutes, 58 seconds West 981.17 feet to a point on the southeasterly right of way line of Altadena Road; thence turn 113 degrees, 33 minutes, 19 seconds right to the chord of a curve to the right having a central angle of 41 degrees, 18 minutes, 21 seconds and a radius of 548.70 feet; thence run along the arc of said curve in a northeasterly direction along said right of way line 395.57 feet; thence run north 45 degrees, 27 minutes, 58 seconds east along said right of way line 1128.51 feet to the point of beginning of a curve to the left having a central angle of 12 degrees, 18 minutes, 08 seconds, and a radius of 1721.08 feet; thence run along the arc of said curve and said right of way line 369.54 feet; thence run north 32 degrees, 37 minutes, 40 seconds east 50 feet; thence run south 57 degrees, 22 minutes, 20 seconds east 963.98 feet; thence run south 32 degrees, 37 minutes, 40 seconds west 426.61 feet; thence run south 88 degrees, 58 minutes, 27 seconds west 99.38 feet; thence turn 90 degrees left to the tangent of a curve to the right having a central angle of 5 degrees, 32 minutes, 21 seconds and radius of 214.47 feet; thence run along the arc of said curve southerly 20.73 feet; thence run south 4 degrees, 30 minutes, 45 seconds west 17.07 feet to the point of beginning of curve to the right having a central angle of 64 degrees, 06 minutes, 18 seconds and a radius of 248.08 feet; thence run along the arc of said curve in a southwesterly direction 277.56 feet; thence run south 68 degrees, 37 minutes, 03 seconds west 119.00 feet to the point of beginning of a curve to the left having a central angle of 35 degrees, 37 minutes, 46 seconds and a radius of 216.89 feet; thence run along the arc of said curve in a southwesterly direction 134.87 feet; thence run south 32 degrees, 59 minutes, 17 seconds west 301.86 feet to the point of beginning of a curve to the left having a central angle of 45 degrees, 43 minutes, 52 seconds and a radius of 273.13 feet; thence run along the arc of said curve in a southerly direction 218.00 feet to the point of beginning of a curve to the right having a central angle of 30 degrees, 45 minutes and a radius of 316.50 feet; thence run along the arc of said curve in a southerly direction 169.86 feet; thence turn 54 degrees, 33 minutes, 42 seconds right from the chord if extended from the last described curve to the chord of a curve to the left having a central angle of 8 degrees, 08 minutes, 23 seconds and a radius of 552.16 feet; thence run along the arc of said curve in a southwesterly direction 78.44 feet to its intersection with the south line of said $\frac{1}{4}$ $\frac{1}{4}$; thence run north 88 degrees, 09 minutes, 27 seconds west 78.22 feet to the point of beginning.

The above-described property is also the property described as Lot 1 according to the survey of "Briarwood," a commercial subdivision, recorded at Map Book 157, Page 5 in the Probate Office of Jefferson County, Alabama.

Together with all easements and rights benefitting the above-described property.

INSTRUMENT WAS FILED

88 JUL -1 AM 11:53

Thomas P. Snowdon, Jr.
JUDGE OF PROBATE

STATE OF ALA. SHELLED
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL -1 AM 11:53

1. Dead Tax	\$	
2. Mtg. Tax		
3. Recording Fee		22.50
4. Indexing Fee		1.00
		23.50