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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  
MORTGAGE AND SECURITY AGREEMENT

STATE OF ALA. JEFFERSON CO  
I CERTIFY THIS INSTRUMENT  
WAS FILED IN  
JUN 20 2 55 PM '88  
RECORDED & INDEXED  
& \$ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.  
JUDGE OF PROBATE

STATE OF ALABAMA )  
COUNTIES OF SHELBY )  
AND JEFFERSON )

BOOK 192 PAGE 292

This Amendment No. 1 to Mortgage and Security Agreement 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 "Borrower," whether one or more), Mortgagor, 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 called "Banks"), Mortgagees.

PREAMBLE

Borrower entered into a Mortgage and Security Agreement (the "Original Mortgage") dated November 5, 1986, confirmed and re-executed on February 4, 1987, recorded in Real 3086, beginning at page 291 in the office of the Judge of Probate of Jefferson County, Alabama, and in Real 113, beginning at page 783 in the office of the Judge of Probate of Shelby County, Alabama. The Original Mortgage, secures, among other indebtedness and

*Richard L. Pearson*

the Notes (as therein defined), which advances were to be in the maximum principal amount of \$20,000,000.00. Concurrently herewith the Undersigned and the Mortgagee 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 for the purpose, inter alia, of recognizing and acknowledging the security and collateral for the Notes also will secure the indebtedness and obligations of the Undersigned 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 Undersigned 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 Undersigned will reimburse the Credit Obligor for all draws under the Irrevocable Letter of Credit (No. S300698) 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 the Undersigned to Mortgagee and other good and valuable consideration, the Undersigned and the Mortgagee, intending to be legally bound hereby, agree as set forth below.

AMENDMENT

1. Amendment to Assignment.

1.1 Without limitation to the provisions of the Original Assignment, and the security provided by and under the Original Assignment for the Loan (as defined in the Mortgage), the Notes, and the other Indebtedness secured by the Assignment, it is hereby declared and agreed that the Assignment of Rents 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 Undersigned under or pursuant to the Credit Agreement and all of the obligations, liabilities, duties, and responsibilities of the Undersigned 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 Assignment to the "Loan Documents" or to a "Loan Document," and each reference in the Original Assignment to the "instruments or documents securing

or evidencing other Indebtedness of the Undersigned to Mortgagee," "instruments or documents relating to other Indebtedness of the Undersigned to the Mortgagee," and phrases of similar import, shall be deemed hereafter to include a reference to the Credit Agreement, and each reference in the Assignment of Rents to the "other Indebtedness of Undersigned to Mortgagee," "other Indebtedness secured by the Mortgage," "indebtedness secured hereby," or phrases of similar import, shall be deemed hereafter to include a reference to the Credit Agreement Indebtedness.

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BOOK  
Notwithstanding any other provisions hereof or of the Original Assignment, the Mortgage shall be entitled to exercise its rights and powers conferred by the Assignment of Rents upon the occurrence of any Event of Default under the Credit Agreement, including as set forth in Section 5.01 thereof.

1.2 The reference to "other indebtedness of the Undersigned to the Mortgagee" appearing in clause (d) of the fifth-to-last paragraph of the Assignment shall be amended to read "other Indebtedness of the Undersigned to the Mortgagee."

1.3 Exhibit A to the Original Assignment 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.

2. Effective Date. The date hereof 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 Assignment shall remain in full force and effect and hereby are ratified and confirmed in all respects. The Original Assignment and this Amendment (which are referred to herein collectively as the "Assignment of Rents") 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 Assignment shall apply and remain in force and effect with respect to this Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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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. Leonard  
Secretary

BRIARWOOD PRESBYTERIAN CHURCH,  
an Alabama non-profit corporation

By: John Brockmeyer  
Its President

Date of Execution: June 30, 1988

WITNESS:

Richard L. Perry

CENTRAL BANK OF THE SOUTH

By: Sam Dennis  
Its: Vice President

Date of Execution: June 30, 1988

WITNESS:

Richard L. Perry

SOUTHTRUST BANK OF ALABAMA, NATIONAL  
ASSOCIATION

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

Date of Execution: June 30, 1988

WITNESS:

Richard L. Perry

AMSOUTH BANK N.A.

By: Steve B. Hewitt  
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

[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 Sam Dennis, 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

[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 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  $\frac{1}{4}$ ; 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.

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

88 JUL -1 AM 11:51

Thomson & Sherrill &

1. Deed Tax \$             
2. Mtg. Tax -             
3. Recording Fee 22.50  
4. Indexing Fee 1.00  
TOTAL 23.50