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THIS INSTRUMENT PREPARED BY:
W. CLARK WATSON
Tingle, Sexton, Murvin, Watson
& Bates, P.C.
900 Park Place Tower
Birmingham, AL 35203

STATE OF ALABAMA)

SHELBY COUNTY)

FIRST AMENDMENT TO SECOND PRIORITY ACCOMMODATION MORTGAGE

THIS FIRST AMENDMENT TO SECOND PRIORITY ACCOMMODATION MORTGAGE (this "Amendment") is made and entered into this 14th day of July, 1988 by JAMES P. POE (a/k/a James Powell Poe), a married man, and his wife, LALA ANN POE (hereinafter referred to collectively as the "Mortgagor") as mortgagor and FIRST COMMERCIAL BANK (hereinafter called the "Bank"), as mortgagee.

W I T N E S S E T H:

WHEREAS, the Bank and Alloys, Inc. (the "Borrower") have heretofore entered into a Loan Agreement dated June 26, 1987, as amended (the "Loan Agreement"), under the terms of which the Bank has made a loan to Borrower in an amount up to the principal sum of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Loan").

WHEREAS, the Borrower and the Mortgagor have requested that the Bank increase the amount available to be borrowed under the Loan Agreement from \$150,000.00 to \$200,000.00 pursuant to a First Amendment to Loan Agreement of even date herewith (the "Loan Amendment").

WHEREAS, the Bank has agreed to execute the Loan Amendment and to increase the amount of the Loan on the condition that, among other things, the Mortgagor executes and delivers this Amendment to the Second Priority Accommodation Mortgage dated June 26, 1987 (the "Mortgage"), executed by the Mortgagor in favor of the Bank, recorded at Real Volume 138, page 653 in the Office of the Judge of Probate for Shelby County, Alabama.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to induce the Bank to execute the Loan Amendment and to increase the amount of the Loan, the Mortgagor hereby agrees as follows:

Single, Sexton

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1. Amendments to the Mortgage. The Mortgage is hereby amended as follows:

A. All references to the "Note" shall refer to the Note as amended of even date herewith, together with any extension or renewal note executed with respect to the Note.

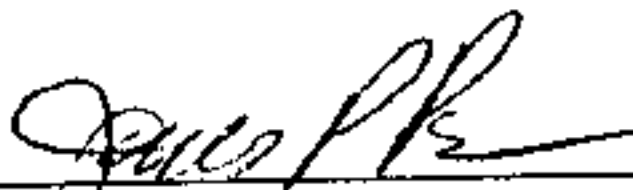

2. Representations and Warranties; No Default. The Mortgagor hereby represents and warrants that all the representations and warranties set out in the Loan Agreement and the Mortgage, as amended, are true and correct as of the date hereof, and the Mortgagor does hereby further represent and warrant to the Bank that the Mortgagor is in compliance with all the terms and provisions set forth in the Loan Agreement and the Mortgage, on their part to be observed and performed, and that no Event of Default specified in the Loan Agreement and the Mortgage, as amended, nor any event which upon notice or lapse of time or both would constitute such an Event of Default, has occurred and is continuing.

3. Mortgage Remains in Effect. Except as hereby expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more of such counterparts.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Amendment as of the day and year first above written.


JAMES P. POE

LALA ANN POE

AGREED to and accepted this 14th day of July, 1988.

FIRST COMMERCIAL BANK

By: [Signature]
ITS Commercial Loan Officer

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES P. POE 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 said instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of July, 1988.

[SEAL]

[Signature]
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES JUNE 2, 1992

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that LALA ANN POE, 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 said instrument, she executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 12th day of July, 1988.

[SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES JUNE 2, 1992

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul B. Wallace, whose name as Comm. Loan Officer of FIRST COMMERCIAL BANK, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily as and for the act of said partnership.

Given under my hand and official seal this 14th day of July, 1988.

[SEAL]

Betty J. Brown
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES JUNE 2, 1992

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL 18 AM 9:22

Thomas W. Anderson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	<u>75.00</u>
2. Mtg. Tax		<u>10.00</u>
3. Recording Fee		<u>1.00</u>
4. Indexing Fee		<u>86.00</u>
TOTAL		