

M66431

199

STATE OF ALABAMA  
COUNTY OF SHELBY

) MODIFICATION OF MORTGAGE  
) AND SECURITY AGREEMENT  
)

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT ("Agreement") is made and entered into as of the 15th day of November, 1988, by and between SOUTHLAKE VILLAGE, LTD., an Alabama limited partnership ("MORTGAGOR"), and FLEET NATIONAL BANK, a National banking association ("MORTGAGEE").

TO WHOM IT MAY CONCERN:

WHEREAS, on or about February 29, 1988, Mortgagor executed for the benefit of Mortgagee a Mortgage and Security Agreement dated February 29, 1988 ("Mortgage") to secure an indebtedness in the principal amount of Four Million One Hundred Thousand and no/100 Dollars (\$4,100,000) evidenced by an original promissory note dated February 29, 1988 ("Note") and said Mortgage was recorded in Book 173 at Page 306, in the Probate Office in Shelby County, Alabama; and

WHEREAS, the Mortgagor and Mortgagee have agreed upon an increase in the amount of indebtedness evidenced by the Note and desire that the Mortgage be amended to reflect that it is security for said increased amount;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Mortgagor and Mortgagee, for valuable consideration, do hereby agree that the Mortgage is modified to the extent necessary to provide that the principal indebtedness evidenced by the Note has been increased from Four Million One Hundred Thousand and no/100 Dollars (\$4,100,000) to Four Million Two Hundred Ninety-Eight Thousand and no/100 Dollars

Land Title

BOOK 216 PAGE 270

(\$4,298,000) and that the Mortgage is security for the increased amount.

Each and every term, provision, covenant and condition contained in the Mortgage is hereby incorporated in this instrument verbatim and made a part hereof and, to the extent necessary, confirmed so that the Mortgage and this Agreement shall be read and construed as one instrument. Except as herein modified, the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

David A. Luedke  
Belinda Yotter

SOUTHLAKE VILLAGE, LTD., an  
Alabama limited partnership  
By: Char-Ter Investments, (Seal) General Partner  
By: John L. Lacy  
Its: PARTNER

Sheresa B. Smith  
Paul H. Langley

FLEET NATIONAL BANK  
(Corporate Seal)  
By: W. H. H. H. H.  
Its: VICE PRESIDENT

STATE OF

COUNTY OF

Alabama  
Jefferson

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Casten D. Copple, whose name as general partner of Char-Ter Investments, an Alabama general partnership, general partner of Southlake Village, Ltd., an Alabama limited partnership, 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 general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this 15th day of November 1988.

Martha A. Cain  
Notary Public for: State of Texas  
My Commission Expires: 4/8/92

BOOK 216 PAGE 272

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that M. Mark Norwood, whose name as Vice President of Fleet National Bank, 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 instrument, he, as such general partner 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 this 21<sup>st</sup> day of November, 1988.

Theresa B. Smith  
Notary Public South Carolina

My Commission Expires: 8-23-92

BOOK 216 PAGE 273

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 DEC -5 AM 10:33

Thomas A. Thompson, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	<u>          </u>
2. Mtg. Tax		<u>297.00</u>
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>308.00</u>