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STATE OF ALABAMA )  
COUNTY OF SHELBY )

**AMENDMENT TO REAL ESTATE LOAN AGREEMENT  
AND MORTGAGE AND SECURITY AGREEMENT**

This Amendment to Real Estate Loan Agreement and Mortgage and Security Agreement was made and executed on this 27 day of April, 1989, by and between HADLEY, CHURCH AND COMPANY, INC., an Alabama corporation ("Borrower", whether one or more), and CENTRAL BANK OF THE SOUTH, an Alabama banking corporation ("Lender").

**W I T N E S S E T H:**

WHEREAS, Borrower and Lender entered into and executed a Real Estate Loan Agreement (the "Loan Agreement") as of March 3, 1989 in connection with a loan from Lender to Borrower in the original principal sum of \$235,000.00 (the "Loan");

WHEREAS, Borrower and Lender entered into and executed a Mortgage and Security Agreement (the "Mortgage") dated as of March 3, 1989 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 230 at Page 821 securing the Loan with a Mortgage on the real estate described on Exhibit "A" attached hereto and incorporated by reference herein (the "Real Estate").

WHEREAS, Borrower had intended and agreed originally to develop fourteen (14) lots on the Real Estate securing the Loan and the Mortgage and now intends and has agreed to develop

*Corley, Maurice*

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twenty-five (25) lots on the Real Estate securing the Loan and the Mortgage.

NOW, THEREFORE, in consideration of the Lender continuing to make disbursements under the Loan Agreement and the Mortgage described above, the Borrower and Lender intend and agrees to amend the Loan Agreement and Mortgage as follows:

1. Section 2:04 of the Loan Agreement is hereby amended to provide that the Borrower is to develop twenty-five (25) lots on the Real Estate. Lender is to receive ninety percent (90%) of the sales price for each lot to be released from the Mortgage and the minimum sales price shall be at least \$13,823.00 per lot. The lots will be more particularly described in a plat to be approved by Lender.

2. Section 1:18 of the Mortgage is hereby amended to provide that the Borrower is to develop twenty-five (25) lots on the Real Estate. Lender is to receive ninety percent (90%) of the sales price for each lot to be released from the Mortgage and the minimum sales price shall be at least \$13,823.00 per lot. The lots will be more particularly described in a plat to be approved by Lender.

3. The Borrower and Lender hereby ratify and confirm all other terms and conditions of said Loan Agreement and Mortgage.

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed and delivered in BIRMINGHAM, Alabama, as of the day and year first above written.

ATTEST:

By: *Chile W. v.*  
Its: \_\_\_\_\_ Secretary

Borrower's Address:

BORROWER:

HADLEY, CHURCH AND COMPANY,  
INC.

By: *G. A. L.*  
Its: \_\_\_\_\_ President

Hadley, Church and Company,  
Inc.  
17 North 20th Street  
Suite 2100  
Birmingham, AL 35203  
Attn: Mr. Greg A. Church

LENDER:

CENTRAL BANK OF THE SOUTH

By: *Thomas R. Macon*  
Its: *Vice* President

Lender's Address:

Central Bank of the South  
Post Office Box 295-C  
Montgomery, AL 36195  
Attn: Real Estate Loan  
Department

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STATE OF ALABAMA

COUNTY OF ~~SHELBY~~ Jefferson

I, the undersigned Notary Public in and for said County in said State, hereby certify that Bruce A. Church, whose name as President of HADLEY, CHURCH AND COMPANY, INC., a 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 28th day of April, 1989.

Laura Lorraine Yarrow  
Notary Public  
My Commission Expires: 10-5-92

(NOTARIAL SEAL)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned Notary Public in and for said County in said State, hereby certify that Thomas L. Macon, whose name as Vice President of CENTRAL BANK OF THE SOUTH, a 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 27th day of April, 1989.

Garland H. Wallace  
Notary Public  
My Commission Expires: 4-27-92

(NOTARIAL SEAL)

EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED, LYING AND BEING  
IN SHELBY COUNTY, ALABAMA.

Part of the NW 1/4 of the NE 1/4 and Part of the SW 1/4 of the NE  
1/4 of Section 8, Township 20 South, Range 1 West, more  
particularly described as follows:

Begin at an old pine lighter knot corner which is the accepted  
Northwest corner of NW 1/4 of NE 1/4 of Section 8, Township 20  
South, Range 1 West; Thence run Easterly along the accepted North  
line of said 1/4-1/4 section for 1,381 feet, more or less, to an  
old pine lighter knot which is the accepted northeast corner of  
said 1/4-1/4 section; Thence run Southerly along an old fence  
line (which is the accepted East line of said 1/4-1/4 section and  
also the accepted East line of the SW 1/4 of the NE 1/4 of said  
section) for 1,749 feet, more or less, to a point on the  
Northerly right of way line of Shelby County Highway 39; Thence  
run Southwesterly along the arc of a curve to the right (said  
curve having a radius of 1,967.21 feet) for 136.02 feet to end of  
said curve; Thence at tangent to said curve continue  
Southwesterly along said right of way for 183.79 feet to the  
beginning of a curve to the right, said curve having a radius of  
1,642.74 feet; Thence run Southwesterly along the arc of said  
curve for 366.64 feet to an iron pipe; Thence from the chord of  
said curve, 99 degrees 52 minutes 17 seconds right and run  
Northwesterly for 1,148.86 feet to an iron pipe; Thence 73  
degrees 05 minutes 06 seconds left and run Westerly for 480.00  
feet to an old iron pipe on the accepted West line of said NW 1/4  
of NE 1/4; Thence run Northerly along said accepted 1/4-1/4  
section line and along an old fence line for 980 feet, more or  
less, to the point of beginning.

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JUDGE OF PROBATE

|                  |    |       |
|------------------|----|-------|
| 1. Deed Tax      | \$ | _____ |
| 2. Mtg. Tax      |    | _____ |
| 3. Recording fee |    | 12.50 |
| 4. Indexing fee  |    | 2.00  |
| TOTAL            |    | 14.50 |