

413

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

ACCOMMODATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Whereas on the ____ day of July, 1989, Lee Gober executed a ground lease with Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina covering the following described property:

Lot 5, Sector 1, Paradise Point Marina on Lay Lake.

And Whereas, said Lee Gober further executed a mortgage and security agreement with First Alabama Bank of Shelby County, covering his leasehold interest in said property;

And Whereas under the terms of said lease, Jeff D. Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina, must consent in writing to the assignment of said leasehold interest;

Therefore, the parties hereto, do make the following agreement:

1. A default under the terms of the mortgage and/or note to First Alabama Bank of Shelby County, shall constitute a default under the terms of the lease.

2. In the event of such default, Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, do hereby agree to purchase the above secured debt, after notice in writing received from First Alabama Bank within 30 days of said default.

3. Upon payment of said debt, First Alabama Bank of Shelby County shall release the mortgage on the leasehold interest, and assign all interest they may have in said lease to Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina.

4. First Alabama Bank of Shelby County agrees to allow Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, doing business as Paradise Point Marina, an adequate amount of time to secure funding for repurchase of above described security interest and agrees not to independently market or sublease said premises. If said Jeff Falkner and wife, Janice M. Falkner; Joe Tidmore and wife, Brenda B. Tidmore; and Charles Tidmore and wife, Joyce Tidmore, have not secured financing for repurchase within 90 days from notice in writing, First Alabama Bank shall have the right to independently market said property.

IN WITNESS WHEREOF, we have set our hands and seals, this 11th day of July, 1989.

Mike T. Atchison
WITNESS

Mike T. Atchison
WITNESS

Jeff Falkner
JEFF FALKNER

Janice M. Falkner
JANICE M. FALKNER

Jeff Falkner
BY: JEFF FALKNER, ATTORNEY IN FACT
UNDER THE POWER OF ATTORNEY
RECORDED IN REAL RECORD 233,
PAGE 949, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

BOOK 245 PAGE 964

Mike T. Alchin
WITNESS

Joe Tidmore
JOE TIDMORE

Jeff Falkner
BY: JEFF FALKNER, ATTORNEY IN FACT
UNDER THE POWER OF ATTORNEY
RECORDED IN REAL RECORD 233,
PAGE 950, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

Mike T. Alchin
WITNESS

Brenda B. Tidmore
BRENDA B. TIDMORE

Jeff Falkner
BY: JEFF FALKNER, ATTORNEY IN FACT
UNDER THE POWER OF ATTORNEY
RECORDED IN REAL RECORD 233,
PAGE 947, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

Mike T. Alchin
WITNESS

Charles Tidmore
CHARLES TIDMORE

Jeff Falkner
BY: JEFF FALKNER, ATTORNEY IN FACT
UNDER THE POWER OF ATTORNEY
RECORDED IN REAL RECORD 233,
PAGE 951, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

BOOK 245 PAGE 965

Mike T. Alchin
WITNESS

Joyce Tidmore
JOYCE TIDMORE

Jeff Falkner
BY: JEFF FALKNER, ATTORNEY IN FACT
UNDER THE POWER OF ATTORNEY
RECORDED IN REAL RECORD 233,
PAGE 948, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

Mike T. Alchin
WITNESS

Russell Rasco
BY: RUSSELL RASCO, BRANCH MANAGER

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Falkner, whose names is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

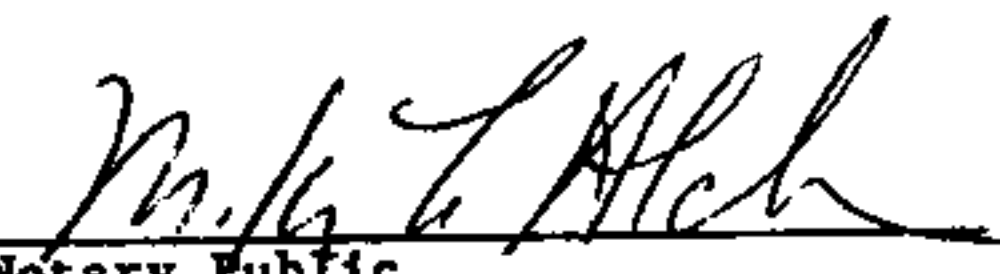
Given under my hand and official seal, this 11 day of July, 1989.

Mike T. Alchin
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Falkner, whose name as attorney in fact for Janice M. Falkner, Joe Tidmore, Brenda B. Tidmore, Charles Tidmore, and Joyce Tidmore, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date, in his capacity as such attorney in fact.

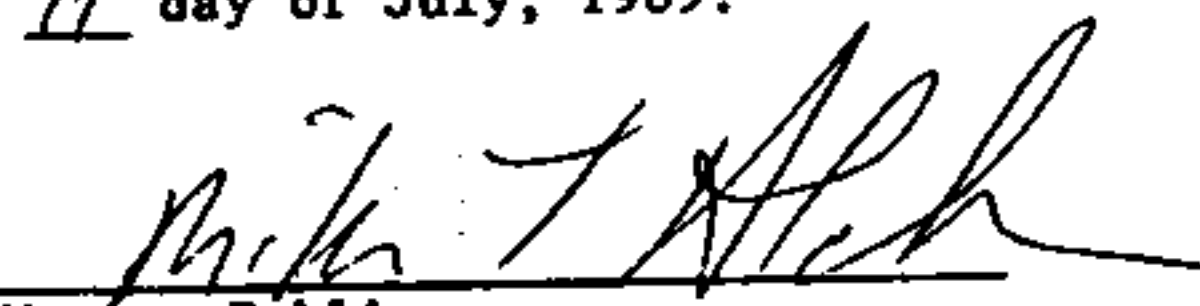
Given under my hand and official seal, this 11 day of July, 1989.


Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Russell Rasco, whose name as Branch Manager of First Alabama Bank of Shelby County, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same for and as the act of said corporation.

Given under my hand and official seal, this 11 day of July, 1989.


Notary Public

BOOK 245 PAGE 966

89 JUL 12 AM 9:38

JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>7.00</u>
TOTAL		<u>14.50</u>