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AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made as of the 28th day of July, 1989, by and among MILLER EQUIPMENT DISTRIBUTING, INC., an Alabama corporation, THE LAUNDRY ROOM OF ALABAMA, INC., an Alabama corporation, THE LAUNDRY ROOM, INC., a Florida corporation (collectively, the "Lessees"), ROBERT M. MILLER and his wife, SANDRA S. MILLER (collectively, the "Owners") (the Lessees and the Owners are herein collectively referred to as the "Borrowers"), and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (the "Lender").

RECITALS:

Borrowers executed and delivered to Lender their Mortgage and Security Agreement dated December 18, 1987, recorded in Real Volume 164, Page 310, in the Probate Office of Shelby County, Alabama (the "Mortgage"), securing thereby all sums advanced to Lessees by Lender, including interest thereon and all other expenses or charges, under that certain Loan Agreement dated December 18, 1989, as amended by that certain Amendment No. 1 to Loan Agreement of even date herewith (as so amended, the "Loan Agreement"), to the extent of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00). The Borrowers have requested that the Loan Agreement be amended by said Amendment No. 1, and that Lender make additional loans to the Lessees, and Lender has agreed to make such additional loans, provided that the Mortgage be amended to provide further security therefor.

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*Robert E. Forman*

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, and in order to induce the Lender to make additional loans to the Lessees, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the maximum indebtedness of Borrowers secured thereby to the sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00). Accordingly, the words and figures "Three Hundred Fifty Thousand and No/100 Dollars" and "\$350,000.00" appearing in the second and third paragraphs of the Mortgage are hereby deleted, and the words and figures "Four Hundred Thousand and No/100 Dollars" and "\$400,000.00" are inserted in lieu thereof.

2. As used in the Mortgage, the terms "Note" and "Notes" shall refer to all promissory notes delivered by the Lessees to the Lender pursuant to the terms of the Loan Agreement, as modified and amended, including the Equipment Purchase Notes, the Revolving Note and Term Note X as described in Amendment No.1 to the Loan Agreement.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrowers confirm that they have no defenses or offsets with respect to their obligations pursuant to the Mortgage, as herein amended.

IN WITNESS THEREOF, the Borrowers have executed, or have caused this Agreement to be executed by their duly authorized officers, and the Lender has caused this Agreement to be executed

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by its duly authorized officer, all as of the day and year first above written.

ATTEST:

Sandra S. Miller  
Secretary

ATTEST:

Sandra S. Miller  
Secretary

ATTEST:

Sandra S. Miller  
Secretary

**BORROWERS:**

MILLER EQUIPMENT DISTRIBUTING, INC.

By: Robert M. Miller  
Its President

THE LAUNDRY ROOM OF ALABAMA, INC.

By: Robert M. Miller  
Its President

THE LAUNDRY ROOM, INC.

By: Robert M. Miller  
Its President

Robert M. Miller  
ROBERT M. MILLER, individually

Sandra S. Miller  
SANDRA S. MILLER, individually

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STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, Orion Gray Callison III, a Notary Public in and for said county, in said state, hereby certify that Robert M. Miller and Sandra S. Miller, whose names as President and Secretary, respectively, of Miller Equipment Distributing, Inc., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28<sup>th</sup> day of July, 1989.

Orion Gray Callison III  
NOTARY PUBLIC  
My Commission Expires: 12/01/92

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, Orion Gray Callison III, a Notary Public in and for said county, in said state, hereby certify that Robert M. Miller and Sandra S. Miller, whose names as President and Secretary, respectively, of The Laundry Room of Alabama, Inc., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28<sup>th</sup> day of July, 1989.

Orion Gray Callison III  
NOTARY PUBLIC  
My Commission Expires: 12/01/92

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STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Orion Gray Callison, III, a Notary Public in and for said county, in said state, hereby certify that Robert M. Miller and Sandra S. Miller, whose names as President and Secretary, respectively, of The Laundry Room, Inc., a Florida corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of July, 1989.

Orion Gray Callison, III  
NOTARY PUBLIC  
My Commission Expires: 12/07/92

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Orion Gray Callison, III, a Notary Public in and for said county, in said state, hereby certify that Robert M. Miller and his wife, Sandra S. Miller, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

\* Given under my hand and official seal this 28th day of July, 1989.

Orion Gray Callison, III  
NOTARY PUBLIC  
My Commission Expires: 12/07/92

This instrument prepared by:  
Jeffrey T. Baker  
3000 SouthTrust Tower  
Birmingham, Alabama 35203  
(205) 251-3000

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax 600.00  
3. Recording Fee 12.50  
4. Indexing Fee 6.00  
TOTAL 619.50

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