

2037

SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES

THIS SECOND AMENDMENT TO Mortgage, Security Agreement and Assignment of Rents and Leases is made and entered into as of March 16, 1989, by and between South Jefferson Company, Inc. (the "Mortgagor"), whose address is 1 Chase Corporate Drive, Suite 100, Birmingham, Alabama, 35244, and AmSouth Bank, National Association (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama, 35288.

WHEREAS, the Mortgagor executed that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated January 15, 1986 (the "Mortgage"), in favor of the Mortgagee, which Mortgage was recorded in (a) the Office of the Judge of Probate of Jefferson County, Alabama, in Real Volume 2845, page 70, and in (b) the Office of the Judge of Probate of Shelby County, Alabama, in Book 057, page 822;

WHEREAS, the Mortgage secured that certain Master Note of the Mortgagor payable to the order of the Mortgagee in the principal sum of \$1,500,000 (the "Note");

WHEREAS, the Mortgagor and Mortgagee executed that certain First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases, dated September 16, 1987, increasing the maximum principal amount of the Note to \$1,650,000, which First Amendment is recorded in the Office of the Judge of Probate of Shelby County in Book 152, page 429 (the "First Amendment"); and

WHEREAS, the Mortgagor and Mortgagee have agreed to reduce the principal indebtedness evidenced by the note.

NOW, THEREFORE, in consideration of the premises, the Mortgagee and the Mortgagor hereby amend the Mortgage as follows:

1. From the date of this Second Amendment, the term "Note" as used in the Mortgage as amended by the First Amendment, shall mean the Note as amended by that certain Second Amendment to Master Note, dated as of March 16, 1989, decreasing the maximum principal amount outstanding at any one time to \$1,400,000, and any extensions, renewals and modifications thereof.

Except as specifically amended hereby, the

*Cahaniss, Johnston*

Mortgage, as amended by the First Amendment, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have caused this Second Amendment to be executed by their respective duly authorized corporate officers, as of the date first set forth above.

SOUTH JEFFERSON COMPANY, INC.  
By [Signature]  
Its President

AMSOUTH BANK, NATIONAL  
ASSOCIATION  
By [Signature]  
Its Vice President

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John P. Baker, whose name as President of South Jefferson 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 said Second Amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

[Signature]  
Notary Public

AFIX SEAL

My commission expires: \_\_\_\_\_

My Commission Expires March 23, 1992

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert E. Nesbitt, whose name as Vice President of AmSouth Bank N.A., 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 27<sup>th</sup> day of July, 1989.

*Lisa Ann Hartsfield*  
Notary Public

AFFIX SEAL

My commission expires: 4-18-90

This instrument was prepared by:

Kay K. Bains  
Cabaniss, Johnston, Gardner,  
Dumas & O'Neal  
1900 First National-Southern  
Natural Building  
Birmingham, Alabama 35203  
(205) 252-8800

BOOK 250 PAGE 905

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 AUG 11 AM 9:47

*Thomas A. Shanderson, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 7.50
<i>Cut</i>	
Index Fee	3.00
TOTAL	11.50