

3802

FIRST AMENDMENT TO MULTIFAMILY MORTGAGE

This First Amendment to Multifamily Mortgage made as of the 7<sup>th</sup> day of September, 1989 by and between Woodbrook Apartments, Ltd., an Alabama limited partnership ("Borrower") and the Federal National Mortgage Association ("Lender").

W I T N E S S E T H :

WHEREAS, Borrower executed and delivered a certain Multifamily Mortgage and Rider to Multifamily Instrument (collectively, the "Mortgage"), dated July 27, 1989, to Green Park Financial, a Maryland general partnership, which Mortgage was recorded on July 27, 1989, in Real Volume 248 at Page 194 in the Office of the Judge of Probate of Shelby County, Alabama, which Mortgage secures a certain Multifamily Note and Addendum to Multifamily Note, both dated July 27, 1989, from Borrower to Green Park Financial, such Note being in the principal amount of \$4,500,000.00.

WHEREAS, by Assignment of Interest Under Mortgage dated July 27, 1989 and recorded on July 27, 1989 in Real Volume 248 at Page 225 in the Office of the Judge of Probate of Shelby County, Alabama, Green Park Financial assigned all of its right, title and interest in and to the Mortgage to The Federal Mortgage Association, the Lender herein;

WHEREAS, the parties hereto desire to amend the Mortgage as hereinafter more fully described;

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby modify the Mortgage as follows:

1. The following paragraph shall be added to the Mortgage as an unnumbered or unlettered paragraph as follows:

"If Borrower is in default under any promissory note (other than the Note) evidencing a loan secured by a security instrument (other than the Instrument) covering all or any portion of the Property (the 'Subordinate Instruments'), and that default remains uncured after any applicable cure period, Borrower also then will be in default under the Note and the Instrument. In that event, the entire unpaid principal balance of the Note, accrued interest and any other sums due Lender under the Note then will become due and

payable, at Lender's option. If Lender exercises this option to accelerate, Lender will do so in accordance with the provisions of the Note and the Instrument, and may invoke any remedies permitted by applicable law or provided in the Note or the Instrument."

2. All capitalized terms used herein shall have the same meanings given to such terms as provided in the Mortgage.

3. Except as herein amended, the Mortgage remains in full force and effect.

IN WITNESS WHEREOF, the Borrower and Lender have executed or caused to be executed this First Amendment to Mortgage as of the day and year first above written.

WOODBROOK APARTMENTS, LTD.,  
an Alabama limited partnership

By: SHELBY DEVELOPMENT COMPANY,  
an Alabama general partnership

By: Wallace Boothby, Jr.  
Wallace Boothby, Jr.,  
Partner

By: William A. Butler  
William A. Butler,  
Partner

By: Hubert W. Goings, Jr.  
Hubert W. Goings, Jr.,  
Partner

By: William C. Hulsey  
William C. Hulsey,  
Partner

By: Sims R. Beavers  
Sims R. Beavers,  
Partner

By: Frank A. Nix  
Frank A. Nix,  
Partner

THE FEDERAL NATIONAL MORTGAGE  
ASSOCIATION

By: Robert A. Hunter  
Its: V. P.

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By its signature hereto, Southtrust Bank of Alabama, National Association, the holder of that certain Mortgage, Security Agreement and Fixture Filing, dated July 27, 1989 and recorded on July 27, 1989 in the Office of the Judge of Probate of Shelby County, Alabama, hereby agrees that the foregoing First Amendment to Mortgage shall be superior and prior in time even though recorded after the said Mortgage, Security Agreement and Fixture Filing held by Southtrust Bank of Alabama, National Association.

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION

By: Lynne W. Feuerlein  
Its: Assistant Vice President

STATE OF Georgia )  
COUNTY OF Fulton ) SS

On this 19th day of September, 1989, I Jean H. Navarro, a Notary Public in and for said county and in said state, hereby certify that Robert A. Hunter, whose name as Vice President of the Federal National Mortgage Associations, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal of office.

Jean H. Navarro  
Notary Public

Notary Public, Fulton County, Georgia  
My Commission Expires September 29, 1992

My commission expires: September 29, 1992

STATE OF Alabama )  
COUNTY OF JEFFERSON ) SS

On this 8th day of SEPTEMBER, 1989, I Sandra M. Sharp, a Notary Public in and for said county and in said state, hereby certify that Lynne W. Feuerlein, whose name as Assistant Vice President of the Southtrust Bank of Alabama, National Association, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal of office.

Sandra M. Sharp  
Notary Public

My commission expires: February 9, 1990

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STATE OF ALABAMA Jefferson, COUNTY, SS:

On this 7th day of September, 1989, [Signature],  
a Notary Public in and for said county and in said state hereby  
certify that WALLACE BOOTHBY, JR., WILLIAM A. BUTLER, HUBERT W.  
GOINGS, JR., WILLIAM C. HULSEY, SIMS R. BEAVERS AND FRANK A. NIX,  
whose names as general partners of Shelby Development Company, an  
Alabama general partnership, the general partner of Woodbrook  
Apartments, a limited partnership, are signed to the foregoing  
conveyance, and who are known to me, acknowledged before me that,  
being informed of the contents of the conveyance, they, as such  
general partners and with full authority, executed the same  
voluntarily for and as the act of said limited partnership on the  
day the same bears date.

Given under my hand and seal of office.

[Signature]  
Notary Public

My Commission Expires: 2/3/90

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STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
89 OCT -5 PM 12:44  
[Signature]  
JUDGE OF PROBATE

1. Deed Tax -----	\$	_____
2. Mtg. Tax -----	\$	_____
3. Recording Fee -----	\$	<u>10.00</u>
4. Indexing Fee -----	\$	<u>5.00</u>
5. No Tax Fee -----	\$	_____
6. Certified Stamp Fee --	\$	<u>1.00</u>
Total -----	\$	<u>16.00</u>