

1713

This instrument prepared by: Parkey D. Jordan, BURR & FORMAN,
3000 SouthTrust Tower, Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO MORTGAGE

This Amendment to Mortgage, entered into as of this 17th day of October, 1989, by and between AETNA LIFE INSURANCE COMPANY, a Connecticut corporation (herein referred to as "Mortgagee") and DANIEL PROPERTIES XV LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Properties XV (herein referred to as the "Mortgagor").

WHEREAS, pursuant to that certain Mortgage, Assignment of Rents and Security Agreement dated as of the 14th day of August, 1986 (the "Mortgage"), as recorded in Real Record 086, Page 359, in the Office of the Judge of Probate of Shelby County, Alabama, Mortgagor has heretofore granted, bargained, transferred and conveyed unto Mortgagee, as security for the obligations set forth in the Mortgage, the real property described in Exhibit "A" to the Mortgage (the "Property"); and

44 WHEREAS, Mortgagor has sold or intends to sell to a third party a portion of the Property containing 1.00000 acres as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

268 WHEREAS, for good and valuable consideration, Mortgagee has agreed to release from the Mortgage that portion of the property described on Exhibit "A" hereto;

BOOK NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Mortgagor and Mortgagee do hereby agree as follows:

1. Exhibit "A" to the Mortgage, which sets forth the legal description of the Property, is hereby amended and restated herein on Exhibit "B" attached hereto and incorporated herein by reference.

2. Except as expressly amended or modified herein, the Mortgage shall remain in full force and effect as originally executed prior to the date hereof, and the Mortgage is hereby confirmed and ratified in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be duly executed and effective as of this 17th day of October, 1989.

4 [redacted] Corp.

MORTGAGEE:

AETNA LIFE INSURANCE COMPANY,
a Connecticut corporation

By: [Signature]
Its Asst. Vice President

MORTGAGOR:

DANIEL PROPERTIES XV LIMITED
PARTNERSHIP, a Virginia limited
partnership

By: The Fifteenth Daniel Realty
Investment Corporation
Its: General Partner

By: [Signature]
Its: Asst. Vice President

Connecticut
STATE OF ~~MASSACHUSETTS~~
Hartford
COUNTY OF ~~SHERBURN~~

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Ernest Mend whose name as Asst. Vice Pres. of Aetna Life Insurance Company is signed to the foregoing partial release, 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 corporation.

Given under my hand and official seal this 25th day of October, 1989.

A. Eleanor Fanelli
NOTARY PUBLIC A. Eleanor Fanelli

My Commission Expires: 3/31/1992

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Stephen R. Monk whose name as Senior Vice President of The Fifteenth Daniel Realty Investment Corporation, which is the general partner of Daniel Properties XV Limited Partnership, a Virginia limited Partnership, is signed to the foregoing partial release, 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 corporation and partnership.

Given under my hand and official seal this 17th day of October, 1989.

Shirley D. Ellis

NOTARY PUBLIC

My Commission Expires: 2/5/90

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EXHIBIT A

LEGAL DESCRIPTION

Part of the Northeast One-Quarter of the Northeast One-Quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northwest corner of said 1/4 - 1/4 section and run East along the North line of same 330.00 feet; thence right 87° 42' 53" and run South and parallel to the West line of said 1/4-1/4 section 50.00 feet; thence right 65° 23' 16" and run Southwesterly 362.69 feet to a point on the Westerly line of said 1/4 - 1/4 section; thence right 114° 36' 44" and run North along said Westerly line 214.21 feet to the Point of Beginning.

Contains 1.00000 Acres.

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EXHIBIT B

Description of a parcel of land situated in the East half of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at a capped iron pipe found at the Northeast corner of said Section 1 and run thence in a Southerly direction along the East line thereof for a distance of 436.03 feet to a point located in a curve to the right in the Northwesterly right-of-way line of Meadow Ridge Road, said curve being concave to the Northwest, having a radius of 1598.48 feet, a central angle of 4 degrees 10 minutes 47 seconds and a chord which forms an interior or counterclockwise angle of 120 degrees 10 minutes 53 seconds with the preceeding course; thence turn an angle to the right and run in a Southwesterly direction with said proposed right-of-way line and along the arc of said curve for a distance of 116.61 feet to the end of said curve; thence continue to run with said proposed right-of-way line in a Southwesterly direction along a line tangent to said curve for a distance of 337.88 feet to the beginning of a curve to the left, said curve being concave to the Southeast, having a radius of 827.77 feet and subtending a central angle of 33 degrees 45 minutes 00 seconds; thence continue to run with said proposed right-of-way line in a Southwesterly direction along the arc of said curve for a distance of 487.60 feet to a point of reverse curvature located at the beginning of a curve to the right; said curve being concave to the Northwest, having a radius of 966.13 feet, and subtending a central angle of 18 degrees 15 minutes 00 seconds; thence continue to run with said proposed right-of-way line in a Southwesterly direction along the arc of said curve for a distance of 307.73 feet to the end of said curve; thence turn an angle to the right of 67 degrees 07 minutes 30 seconds, as measured from the chord of said curve and, leaving said proposed right-of-way line, run in a Northwesterly direction for a distance of 101.95 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southwesterly direction for a distance of 10.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Northwesterly direction for a distance of 20.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a Northeasterly direction for a distance of 10.00 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Northwesterly direction for a distance of 294.00 feet to a point located in the West line of the Northeast quarter of the Northeast quarter of the aforesaid Section 1; thence turn an angle to the right of 75 degrees 38 minutes 01 seconds and run in a Northerly direction along said West line of said quarter-quarter section for a distance of 973.33 feet; thence turn an angle to the right of 65 degrees 23 minutes 12 seconds and run in a Northeasterly direction for a distance of 362.69 feet; thence turn an angle to the left of 65 degrees 23 minutes 12 seconds and run in a Northerly direction for a distance of 50.00 feet; thence turn an angle to the right of 92 degrees 17 minutes 02 seconds and run in an Easterly direction along the North line of said quarter-quarter section for a distance of 997.59 feet to the point of beginning.

According to survey of Frank N. Champion, Reg. No. 6254, dated September 6, 1989.

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

89 NOV 29 PM 12:45

1. Deed Tax	\$	
2. Misc. Tax	\$	
3. Notary Fee	\$	72.50
4. Recording Fee	\$	3.00
5. Other	\$	
6. Total	\$	1.00
7. Balance	\$	11.50