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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is made as of the 19th day of January, 1990, by and between DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (the "Grantor"), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (the "Mortgagee").

R E C I T A L S:

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The Grantee has heretofore entered into a Mortgage and Security Agreement dated as of November 7, 1989 (the "Mortgage") in favor of the Mortgagee which has been recorded in Real 265, Page 374 in the Probate Office of Shelby County, Alabama. The Mortgage secures an indebtedness evidenced by a Note dated November 7, 1989 in the original principal amount of \$14,773,000.00 executed by the Grantor and payable to the order of the Mortgagee. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Mortgage.

The Grantor and the Mortgagee desire to modify and amend the Mortgage in order to add additional real property to the Real Property encumbered by the lien of the Mortgage.

NOW, THEREFORE, the Grantor and the Grantee do hereby agree as follows:

1. Additional Property and Amendment to Exhibit A. The Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby irrevocably grant, bargain, sell, alien, demise, release, confirm and convey unto the Mortgagee, its successors and assigns, with right of entry and possession as provided in the Mortgage, all of its estate, right, title and interest in and to the property described in Schedule A attached hereto and incorporated herein by reference, subject to and upon all of the terms and conditions set forth in the Mortgage. Exhibit A of the Mortgage is hereby amended to include as part of the Real Property encumbered by the lien of the Mortgage all of the real property described in Schedule A attached hereto.

2. Full Force and Effect. Except as specifically modified and amended herein, all of the terms and provisions of the Mortgage shall continue in full force and effect.

THIS INSTRUMENT PREPARED BY AND  
UPON RECORDING SHOULD BE RETURNED TO:  
Stephen R. Mark, Esq.  
Daniel Corporation  
1200 Corporate Drive

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By: Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, sole general partner

Hotel Realty Investment  
Corporation - Oak Mountain,  
Alabama corporation,  
the general partner

*[Handwritten signature]*

Its: *[Handwritten signature]*

Darlene R. Adkins

**By:**

Harry L. Burke

Authorized Officer

ATTEST/WITNESS:  
Bernice Gaston

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, a Notary Public in and for said County in said State, hereby certify that Stephen R. Monk, whose name as Sec. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as general partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 8th day of January, 1990.

Shirley H. Ellis  
Notary Public

My Commission Expires: 2/5/90

STATE OF MARYLAND )

COUNTY OF Carroll )

I, a Notary Public in and for said County in said State, hereby certify that Walter L. Bush, whose name as Authorized Signer of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland 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 the foregoing 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 seal of office this 16 day of Jan., 1990.

Sharonela F. Adkins  
Notary Public

My Commission Expires July 1, 1990

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SCHEDULE A

Tract X

For the point of beginning commence at the southeast corner of the NE $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence N86°55'55"W on the south boundary of said NE $\frac{1}{4}$  a distance of 675.98 feet to an iron pipe found; thence N88°43'44"W on the south boundary of said NE $\frac{1}{4}$  a distance of 1052.64 feet to a point; thence N29°19'23"E a distance of 351.26 feet to a point; thence N30°16'12"W a distance of 55.00 feet to a point; thence N27°36'44"E a distance of 772.61 feet to a point; thence N23°13'31"E a distance of 680.74 feet to a point; thence N53°59'16"E a distance of 200.14 feet to a point; thence N10°16'43"E a distance of 711.55 feet to a point; thence S61°20'01"E a distance of 812.00 feet to a point on the east boundary of said NE $\frac{1}{4}$ ; thence S1°11'32"W on the east boundary of said NE $\frac{1}{4}$  a distance of 2152.21 feet to the point of beginning.

All lying and being in the NE $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and containing 64.345 acres.

The foregoing described property is also described in the boundary survey of Charlie Foster & Associates, Inc. dated January 8, 1990.

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

90 MAR 13 AM 9:01

JUDGE OF PROBATE

1. Deed Tax	—
2. Mtg. Tax	—
3. Recording Fee	\$ 7.00
4. Indexing Fee	\$ 3.00
5. Notary Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 13.00