

STATE OF ALABAMA )  
SHELBY COUNTY )

Maximum principal  
indebtedness secured  
hereby is increased  
to \$290,000

905

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

This First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases is made and entered into this 11th day of May, 1990, by and between R.W. Cole and William A. Cole (jointly, the "Mortgagor"), whose address is 140 West Valley Avenue, Birmingham, Alabama 35209, and AmSouth Bank N.A., a national banking association (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Metropolitan Commercial Loan Department.

WHEREAS, on November 23, 1988, the Mortgagor granted to the Mortgagee a mortgage on the real estate described on Exhibit A attached hereto and made a part hereof, which mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama on December 2, 1988, in Book 216, page 128 (the "Mortgage");

WHEREAS, the Mortgage secures the principal sum of \$165,000, as evidenced by a promissory note dated November 23, 1988, in said principal amount, which note is defined in the Mortgage as the "Note", and on which debt mortgage tax in the amount of \$247.50 was paid upon the recording of the Mortgage;

WHEREAS, the Mortgagor has requested that the Mortgagee extend additional credit to the Mortgagor;

WHEREAS, the Mortgagee has agreed to extend such additional credit on certain conditions, one of which is the execution of this First Amendment.

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

The defined term "Debt" is hereby further defined by adding a subparagraph 4 immediately after subparagraph 3 on page 2 of the Mortgage:

(4) the payment of the debt evidenced by that certain promissory note executed by the Mortgagor in the amount of \$125,000, dated May 11, 1990, and interest thereon and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals and modifications;

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*Calines, Johnston*

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Mortgagors have each executed this First Amendment and the Mortgagee has caused this First Amendment to be executed by its duly authorized officer, as of the date first set forth above.

R.W. Cole  
R.W. Cole

William A. Cole  
William A. Cole

AmSouth Bank N.A.  
By [Signature]  
Its Commercial Loan Officer

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STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that R.W. Cole, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 1990.

[Affix Seal]

Hilda Sue Sapon  
Notary Public

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

MY COMMISSION EXPIRES NOVEMBER 3, 1993

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that William A. Cole, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 1990.

*Wilda Sue Saxon*  
Notary Public

AFFIX SEAL  
My commission expires: NOV COMMISSION EXPIRES NOVEMBER 3, 1993

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that C. Keith Herron, whose name as Commercial Loan Officer 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 11th day of May, 1990.

*Wilda Sue Saxon*  
Notary Public

AFFIX SEAL  
My commission expires: NOV COMMISSION EXPIRES NOVEMBER 3, 1993

This instrument prepared by:

Kay K. Bains  
Cabaniss, Johnston, Gardner  
Dumas & O'Neal  
1900 AmSouth-SONAT Tower  
Birmingham, Alabama 35203

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EXHIBIT A

TO

MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES

Commence at the northwest corner of the northeast quarter of the northeast quarter of Section 19, Township 21 south, Range 2 west, Shelby County, Alabama and run thence S 89°11' 26" E along the north line of said quarter-quarter section a distance of 227.95' to a point, Thence run S 29° 39' 48" E a distance of 353.99' to the point of beginning of the property being described, Thence continue along last described course a distance of 225.00' to a point, Thence run S 89° 13' 37" E a distance of 299.85' to a point on the westerly margin of Shelby County Road # 87, Thence run S 14° 27' 11" E along said Road margin a distance of 302.89' to a point, Thence run S 82° 34' 13" W a distance of 50.38' to a point, Thence run S 14° 27' 11" E a distance of 50.38' to a point on the northerly margin of Airpark Industrial Road, Thence run S 82° 34' 13" W along the north line of said Airpark Industrial Road a distance of 292.00' to a point, Thence run N 14° 27' 11" W a distance of 403.90' to a point, Thence run N 16° 51' 32" W a distance of 203.56' to the point of beginning, containing 3.01 acres and subject to all agreements, easements, restriction: and/ or limitations of probated record or applicable law. There is a 20.' easement along the north and northwesterly lines of this property as shown hereon the plat.

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STATE OF ALA. JUDGE OF PROBATE  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 MAY 14 PM 1:15

JUDGE OF PROBATE

1. Deed Tax	\$	187.50
2. Mtg. Tax	\$	16.00
3. Recording Fee	\$	3.00
4. Indemnity Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	201.50