

612

Loan Number: 00-60-000138

THIS DOCUMENT PREPARED BY:

Mary Douglas Hawkins
CORRETTI & NEWSOM
1804 Seventh Avenue North
Birmingham, Alabama 35203
Telephone: (205) 251-1164

THE STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO
FIRST MORTGAGE AND SECURITY AGREEMENT

BOOK 295 PAGE 135

WHEREAS, EDDLEMAN PROPERTIES, INC., an Alabama corporation (hereinafter called "Mortgagor"), did heretofore on March 10, 1989, execute a certain Promissory Note in the amount of Two Million and No/100 Dollars (\$2,000,000.00) to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter called "Mortgagee"), which said Note is secured by that certain First Mortgage and Security Agreement of even date with said Note, recorded on March 13, 1989, in Book 229, Page 941, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Mortgagor and Mortgagee desire to amend said First Mortgage and Security Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and other valuable consideration in hand paid to Mortgagor by Mortgagee, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the undersigned Mortgagor does hereby amend and modify said First Mortgage and Security Agreement as follows:

Paragraph 28. Partial Releases on Page 13 of said First Mortgage and Security Agreement is hereby amended by adding the following sentence as the penultimate sentence in said paragraph:

In no event, however, shall the release payment to Mortgagee be less than Twenty-six Thousand Four Hundred and No/100 Dollars (\$26,400.00) for each lot for which a release is requested.

All the terms, provisos, stipulations, covenants and conditions contained and set out in said First Mortgage and Security Agreement remain in full force and effect in all respects except as amended hereby.

Mortgagor, Eddleman Properties, Inc., does hereby ratify said Promissory Note and all other Loan Documents, and Mortgagor does

Attn: Barbara Sanders - 9th Floor
Jefferson Federal S&L Assn
215 No 21st Street

further acknowledge, warrant and represent that said Promissory Note, First Mortgage and Security Agreement, as hereby amended and all other Loan Documents are in full force and effect and enforceable in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, Mortgagor, Eddleman Properties, Inc., has caused this Amendment to First Mortgage and Security Agreement to be executed on this 30th day of April, 1990.

ATTEST:

By:

Douglas D. Eddleman
Its Secretary

EDDLEMAN PROPERTIES, INC., an
Alabama Corporation

By:

Billy D. Eddleman
Its President

(SEAL)

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Billy D. Eddleman, whose name as President of EDDLEMAN PROPERTIES, INC., is signed to the foregoing Amendment to First Mortgage and Security Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to First Mortgage and Security Agreement, 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 30th day of April, 1990.

Morrell H. Dingus
NOTARY PUBLIC

My Commission Expires: June 25, 1993

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 JUN -8 PM 12: 17

James A. Snowdon, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. N. Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	9.00