

787

STATE OF ALABAMA)
SHELBY COUNTY)

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

This First Amendment is made and entered into this 8th day of June, 1990, by and between Curtis A. Massey, Curtis A. Massey, Jr., Douglas R. Massey, Timothy A. Massey and James E. Seal (collectively the "Mortgagor"), whose address is U.S. Highway 11, P.O. Box 68, Trussville, Alabama 35173, and AmSouth Bank N.A., a national banking association (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Metropolitan Loan Department.

WHEREAS, the Mortgagor executed in favor of the Mortgagee that certain Mortgage, Security Agreement and Assignment of Rents and Leases, dated February 16, 1989 (the "Mortgage"), which Mortgage is recorded in the Office of the Judge of Probate of Shelby County in Book 227, page 98;

WHEREAS, the Mortgage covers, among other interests, the real property described on Exhibit A attached hereto and made a part hereof;

WHEREAS, the Mortgage secures, among other debts, (a) that certain promissory note in the amount of \$1,253,000, dated February 16, 1989, which note is defined in the Mortgage as the "Note", (b) that certain promissory note in the principal amount of \$350,000, dated February 16, 1989 and (c) that certain promissory note in the principal amount of \$818,462.63, dated February 16, 1989, and on which aggregate debt mortgage tax in the amount of \$3,632.25 was paid upon the recording of the Mortgage, Security Agreement and Assignment of Rents and Leases securing the same debt in the Birmingham Division of the Judge of Probate of Jefferson County in Real Volume 3556, page 681;

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 that the additional credit be secured by the lien of the Mortgage.

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

1. The defined term "Note" is hereby amended by redefining the term as follows:

Wherever the defined term "Note" appears in the Mortgage it shall hereafter mean that certain promissory note in

Cabaniss, Johnston

BOOK 295 PAGE 538

the principal amount of \$1,355,230.25, dated June 8, 1990, which note is a restatement of, and increase in, that certain promissory note dated February 16, 1989, executed by the Mortgagor, and others, in the original principal amount of \$1,253,000.

2. The defined term "Debt" is hereby expanded by adding the following clause to the end of subparagraph (2), as it continues onto page 2 of the Mortgage:

"that certain promissory note in the principal amount of \$66,830.00, dated June 8, 1990; and"

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

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

Curtis A. Massey
Curtis A. Massey

Curtis A. Massey, Jr.
Curtis A. Massey, Jr.

Douglas R. Massey
Douglas R. Massey

Timothy A. Massey
Timothy A. Massey

James E. Seal
James E. Seal

AMSOUTH BANK N.A.

By Brett D. Card
Its Assistant Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis A. Massey, 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 8th day of June, 1990.

Charles D. Kellogg
Notary Public

AFFIX SEAL
My commission expires: 11-13-93

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Curtis A. Massey, Jr., 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 8th day of June, 1990.

Charles D. Kellogg
Notary Public

AFFIX SEAL
My commission expires: 11-13-93

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas R. Massey, 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 8th day of June, 1990.

Charles J. Kelson
Notary Public

AFFIX SEAL

My commission expires: 11-13-93

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Timothy A. Massey, 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 8th day of June, 1990.

Charles J. Kelson
Notary Public

AFFIX SEAL

My commission expires: 11-13-93

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James E. Seal, 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 8th day of June, 1990.

C. Keith J. Keady
Notary Public

AFFIX SEAL

My commission expires: 11-13-93

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brett D. Couch, whose name as Asst. V.P. 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 8th day of June, 1990.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

This instrument prepared by:

Kay K. Bains
Cabaniss, Johnston, Gardner,
Dumas & O'Neal
1900 5th Avenue North
1900 AmSouth/SONAT Tower
Birmingham, Alabama 35203
(205) 252-8800

EXHIBIT "A"

to.

Mortgage, Security Agreement

and Assignment of Rents and Leases

PARCEL I: Begin at a Point on the South right of way line of the Calera-Montevallo Highway at a Point on said Highway 550 feet West of the East boundary of SW quarter of NW quarter of Section 4, Township 24, Range 13 East, and which said Point constitutes the NE corner of the land belonging to Orval and Vera Jones; run thence South parallel with the East boundary of said Quarter-Quarter Section 600 feet; thence turn an angle of 90 degrees left and run thence Easterly 300 feet to a Point; thence turn an angle of 90 degrees to the left and run thence Easterly 300 feet to a Point; thence turn an angle of 90 degrees to the left and run thence Northerly parallel with the East boundary of said Quarter-Quarter Section 600 feet, more or less, the South boundary of said Calera-Montevallo Highway; thence Westerly along the South boundary of said Highway 300 feet, more or less, to Point of Beginning.

PARCEL II: Commence at the Northeast corner of the NW quarter of SE quarter of Section 25, Township 21 South, Range 1 West; thence South 89 degrees 03 minutes 30 seconds West, along the North boundaries of the NW quarter of SE quarter of the NE quarter of SW quarter and NW quarter of SW quarter of said Township and Range, a distance of 3341.36 feet to a Point; thence South 0 degrees 14 minutes West along the East boundary of the Columbiana Housing project an addition to the Columbiana Cemetery, a distance of 1095.75 feet to a Point; thence South 89 degrees 27 minutes West along the South boundary of the Columbiana Cemetery a distance of 892.72 feet to a Point on the East right of way of County Highway 47; thence South 57 degrees 10 minutes West a distance of 57.70 feet to a Point on the West right of way of said County Highway 47; thence South 71 degrees 23 minutes West along the South boundary of Columbiana Cemetery a distance of 181.45 feet to a Point on the East right of way line of the L & N Railroad Company; thence South 20 degrees 29 minutes 30 seconds East along the said East right of way line of the L & N Railroad Company a distance of 834.60 feet to a Point thence South 85 degrees 03 minutes East a distance of 122.80 feet to a Point on the East right of way line of the said County Highway 47 being the Point of Beginning of the property herein described; thence continue South 85 degrees 03 minutes East along the South boundary of Pine Lawn Gardens a distance of 37.75 feet to a Point; thence North 89 degrees 56 minutes East along the South boundary of the said Pine Lawn Gardens a distance of 353.23 feet to a Point; thence North 13 degrees 34 minutes West along the East boundary of the said Pine Lawn Gardens a distance of 617.77 feet to a Point on the South right of way line of Pitts Drive; thence South 76 degrees 26 minutes West along the South right of way of the said Pitts Drive a distance of 376.00 feet, more or less, to a Point on the East right of way line of County Highway 47; thence Southeasterly along the said East right of way of said County Highway 47; a distance of 522.20 feet more or less, to the Point of Beginning. Said property lying in the SW quarter of SW quarter Section 25, Township 21 Range 1 West, and in the SE quarter of SE quarter Section 26, Township 21 South, Range 1 West, in the City of Columbiana, Alabama.

BOOK 295 PAGE 543

BOOK 227 PAGE 115

EXHIBIT "A"
(continued)

PARCEL III: Begin at the present SE corner of Pine Lawn Gardens Cemetery and proceed North 13 degrees 34 minutes West (MB) along the East boundary of the said Pine Lawn Gardens Cemetery, a distance of 617.77 feet to the Point of Intersection with the South right of way line of Pitts Drive (present Northeast corner of Pine Lawn Gardens); thence turn an angle of 90 degrees 00 minutes to the right and proceed North 76 degrees 26 minutes East (MB) along the said South right of way line of Pitts Drive a distance of 67.0 feet, more or less, to a Point (being the beginning of a 10 degree 00 minute curve to the left); thence Northeasterly along the Southeast right of way line of the said Pitts Drive a distance of 110.0 feet, more or less, to the Point of Intersection with the South right of way line of Bolton Lane; thence Easterly along the said South right of way line of Bolton Lane a distance of 65.0 feet, more or less, to a Point (being the Beginning of a 3 degree 00 minute curve to the right), thence Easterly along the said South right of way line of Bolton Lane (along said 3 degree 00 minute curve of the right), a distance of 245.00 feet, more or less, to a Point; thence proceed South 0 degrees 04 minutes East (MB) a distance of 702.2 feet, more or less, to the Point of Intersection with the South boundary of the JBL Property; thence turn an angle of 90 degrees 00 minutes to the right and proceed South 89 degrees 56 minutes West (MB) along the said South boundary of the JBL Property a distance of 318.72 feet to the Point of Beginning. The above described property is lying in the NW quarter of SW quarter and SW quarter of SW quarter Section 25, Township 21 South, Range 1 West.

PARCEL IV: A part of the SW quarter of NW quarter and a part of the NW quarter of SW quarter of Section 4, Township 24 North, Range 13 East, described as follows: Begin at the intersection of the South right of way line of Calera-Montevallo Highway with the East line of SW quarter of NW quarter of Section 4 and run in a Westerly direction along South right of way line of said Highway a distance of 550 feet, more or less, to the NE corner of lands belonging to Orval and Vera Jones; thence run South and Parallel with East Line of said Forty acres and along East line of Jones Land 1600 feet more or less to the North line of S 1/2 of NW quarter of SW quarter of said Section 4, thence East a distance of 550 feet more or less to East line of NW quarter of SW quarter of said Section 4, thence North along the East line of NW quarter of SW quarter and of SW quarter of NW quarter of Section 4, a distance of 1600 feet more or less to the Point of Beginning.

BOOK 295 PAGE 544

BOOK 227 PAGE 116

TAX 20.10
JEFF CO. 3335 pg. 148

1	17.50
2	5.00
3	1.00
4	1.00
5	1.00
6	1.00