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NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Note and Mortgage Modification Agreement (the "Modification") is made effective as of December 1, 1992 by and between **Folmar & Associates**, an Alabama general partnership (the "Borrower"), and **Nationwide Life Insurance Company**, an Ohio corporation (the "Lender").

R E C I T A L S

A. On October 31, 1989, Borrower executed a promissory note (the "Note") in favor of Lender in the principal sum of Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00). The Note is secured by that certain Mortgage and Security Agreement recorded in the office of the Judge of Probate of Jefferson County, Alabama in Real Volume 3706 at Page 849 and in the office of the Judge of Probate of Shelby County, Alabama in Book 265, Page 115 (the "Mortgage") and by various other documents including, but not limited to, an Assignment of Leases, Rents and Profits and by UCC-1 Financing Statements executed by Borrower in connection with the Note and Mortgage (the Note, Mortgage, Assignment of Leases, Rents and Profits, the UCC-1 Financing Statements and all other instruments or documents executed in connection therewith are collectively referred to herein as the "Loan Documents").

B. The Borrower has requested that the Lender make certain modifications to the Note and Mortgage as hereinafter set forth.

**STATEWIDE TITLE SERVICES****JOHN A. BAGGETT**

PRESIDENT

POST OFFICE BOX 370144
BIRMINGHAM, ALABAMA 35237-0144(205)
853-5417

Inst # 1992-30266

1
12/16/1992-30266
12:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCD 17.50

A G R E E M E N T

NOW, THEREFORE, these premises considered, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Effective as of December 1, 1992, the Payment Provision on Page 1 of the Note is hereby deleted and there is substituted in lieu thereof the following:

Principal and interest at the rate of nine and one-eighth percent (9-1/8%) per annum shall be due and payable in one hundred nineteen (119) equal monthly installments of One Hundred One Thousand Seven Hundred Four and 13/100 Dollars (\$101,704.13) commencing on the 1st day of January, 1993, and continuing on the first day of each calendar month thereafter to and including the 1st day of November, 2002.

2. Effective as of December 1, 1992, the Maturity Provision on Page 1 of the Note is hereby deleted and there is substituted in lieu thereof the following:

The unpaid principal balance of this Note and all accrued unpaid interest thereon, if not sooner paid, shall be due and payable in full on December 1, 2002.

3. Paragraph 30 of the Mortgage is hereby modified and amended by deleting the reference to "Paragraph 36(b)" and substituting in lieu thereof the words "Paragraph 37(b)".

4. The parties hereto ratify and confirm the Loan Documents in all respects and agree that the Loan Documents shall remain in

full force and effect and shall be enforceable in accordance with the respective terms and conditions thereof except as amended or modified by this Modification.

5. Borrower hereby acknowledges that there are no set-offs or defenses available to Borrower, the general partners of Borrower, or any one or more of them, with respect to the Loan Documents.

6. Borrower and Lender hereby agree that each shall execute any additional documents reasonably required in connection with this Modification.

7. This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. This Modification may be executed in multiple counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed as of this 23 day of November, 1992.

BORROWER:

FOLMAR & ASSOCIATES
An Alabama General Partnership

By: 

Its General Partner

LENDER:

NATIONWIDE LIFE INSURANCE
COMPANY, an Ohio corporationBy: Robert H. McNaghten~~XXXX~~ Robert H. McNaghten

Its: Vice President

Attest:

W. Sidney Druen

Its: Assistant Secretary

STATE OF ALABAMA)

JEFFERSON COUNTY)

Montgomery

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that James M. Folmar, whose name as general partner of Folmar & Associates, an Alabama general partnership, 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 instrument, he in his capacity as such general partner, executed the same voluntarily on the day the same bears date.

November Given under my hand and seal of office this 23rd day of November, 1992.

Mary Yancy Mize
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/20/94

STATE OF OHIO)
COUNTY OF Franklin)

I, the undersigned, Notary Public in and for said county in said state, certify that Robert H. McNaghten, whose name as Vice President of Nationwide Life Insurance Company, a corporation, is signed to the forgoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal this 25th day of November, 1992.

Nancy J. Ferron
Notary Public
My Commission Expires: _____

[Notarial Seal]



NANCY J. FERRON
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 08-05-94

Inst # 1992-30266
12/16/1992-30266
12:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 17.50

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1992 DEC -8 P 3:20

RECORDED & INDEXED
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT
James R. Reynolds
JUDGE OF PROBATE

18,750.00
1450
18,764.50