

500,000.00

AMENDMENT TO MORTGAGE

THIS AMENDMENT amends that certain Mortgage (hereinafter "Mortgage") executed on August 26, 1992 by Lake Heather Development Co., Inc. (hereinafter "Mortgagor"), in favor of Colonial Bank (hereinafter "Mortgagee"),

WHEREAS, the Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama as instrument 1992-18227

WHEREAS, the Mortgage secures the indebtedness of Mortgagor to Mortgagee as evidenced by a promissory note (hereinafter "Note") dated August 26, 1992 in the amount of \$2,730,000.00

WHEREAS, upon recordation of the Mortgage the mortgage tax of \$4,095.00 was paid to the Judge of Probate.

WHEREAS, Mortgagor has now requested that Mortgagee make an additional loan or advance to Mortgagor in the amount of \$500,000.00.

WHEREAS, Mortgagee has agreed to make such additional loan or advance, provided that such additional loan is secured by the Mortgage and Mortgagor enters into and delivers to Mortgagee this Amendment, an Amendment to Loan and Security Agreement, an Amendment to Promissory Note, an updated and increased title policy, a \$5,000.00 commitment fee, a \$40.00 documentation fee, and the expenses of preparing and recording the amendments.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Mortgagee to lend additional monies to Mortgagor, the Mortgage is hereby amended as follows:

1. To substitute the following paragraph for the second full paragraph¹ of the Mortgage:

" **WHEREAS**, the said Mortgagor, is and will be indebted to Mortgagee by the terms of a Promissory Note dated August 26, 1992, and amended on December 31, 1992, in the total principal sum of \$3,230,000.00 (hereinafter, along with all amendments, "Note"), payable in accordance with the terms of such Note."

1. The second full paragraph of the Mortgage prior to this amendment reads as follows:

" **WHEREAS**, the said Mortgagor, is and will be indebted to Mortgagee by the terms of a Promissory Note of even date in the principal sum of \$2,730,000.00 (hereinafter "Note"), payable in accordance with the terms of the Note."

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2. To include within the definition of "Note," as used in the Mortgage, the Note of August 26, 1992 and all amendments thereto including the amendment to such Note dated December 31, 1992.

Mortgagor repeats, reaffirms and remakes all of the agreements, covenants, representations, and warranties contained in the Mortgage, as herein amended, as if fully set forth herein.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of December, 1992.

LAKE HEATHER DEVELOPMENT CO., INC.

By: Charles S. Givianpour (Its President)

Attest: Kenneth B. Weygand (Its Secretary)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles S. Givianpour, whose name as President of LAKE HEATHER DEVELOPMENT CO., INC., a 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 31st day of December, 1992.

William B. Hairston III
NOTARY PUBLIC

My Commission Expires: 6/7/95

THIS INSTRUMENT PREPARED BY AND SHOULD
BE RETURNED AFTER RECORDATION TO:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

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