

Inst # 1994-01680

Amendment to Mortgage Increasing Amount of Secured Debt

Mortgagor's name: MAYER PROPERTIES, II Tax I.D. or S.S. # _____
Mortgagor's name: _____ Tax I.D. or S.S. # _____
Mortgagor's name: _____ Tax I.D. or S.S. # _____
Mortgagee: First Alabama Bank Date of this amendment: January 5, 1994
Date of mortgage: July 7, 1988
Mortgage recorded in Shelby County In Book 193 Page 539
Original amount of debt secured by mortgage: \$1,500,000.00 Current balance: \$ _____
Amount of debt secured by amended mortgage: \$ 47,000.00

This agreement. This agreement is an amendment to the mortgage described above. In this agreement, we, us, and our mean the Mortgagee, First Alabama Bank, named above. You and your mean the Mortgagors named above, individually and together.

The mortgage. You gave a mortgage to us in order to secure your debt or another's debt. This mortgage is described above. You have asked us to amend or renew the terms of this debt and the terms of the mortgage. The terms of the debt will now be contained in one of the following loan agreements dated the same date as the date of this agreement:

- ☐ Fixed Rate Loan Agreement Secured By Real Estate (RES-152--1/87)
- ☐ Variable Interest Installment Loan Agreement Secured By Real Estate (RES-149--6/86)
- ☐ Variable Rate Consumer Loan Agreement Secured By Real Estate (RES-154--1/87)
- ☐ Commercial Loan Agreement (LOH-153)
- ☐ Real Estate Mortgage Note (RE-112--10/82)
- ☐ Real Estate Loan Agreement—Amendment (LSRS-REL-AMEND 5/20/87)
- ☒ Third Amended Promissory Note

The previous note representing the debt has not been cancelled.

Amount of debt secured by the mortgage. The original amount of the principal debt secured by the mortgage is stated above. The principal amount now to be secured by the mortgage is increased to \$1,547,000.00.

Signatures. By signing this agreement under seal, you agree that the mortgage will remain in full force and that the only effect of this amendment is to increase the amount of debt secured by the mortgage. You also acknowledge that we've given you a completed copy of this agreement.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

P. O. Box 1328, Birmingham, AL 35201
Address for notices
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Address for notices

x Charles A. Collat L.S.
Mortgagor CHARLES A. COLLAT
General Partner
x James T. Summerlin L.S.
Mortgagor JAMES T. SUMMERLIN
General Partner
CHARLES COLLAT FAMILY TRUST, DATED OCTOBER 7, 1968
General Partner
x E. M. Friend, II L.S.
Mortgagor E. M. FRIEND, II
Trustee

FIRST ALABAMA BANK

By: [Signature]
Its VICE PRESIDENT

LSRS 1/5/88

Lange, Simpson

01/18/1994-01680
08:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
84.00

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that CHARLES A. COLLAT, whose name as General Partner of MAYER PROPERTIES II, an Alabama general partnership, is signed to the foregoing Affidavit of Borrower, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this the 5th day of January, 1994.

Kathryn S. Carver
Notary Public
My Commission Expires: 1/14/95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that E. M. FRIEND, II whose name as Trustee of CHARLES COLLAT FAMILY, DATED OCTOBER 7, 1968, General Partner of MAYER PROPERTIES II, an Alabama general partnership, is signed to the foregoing Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as Trustee of such General Partner and with full authority, executed the same voluntarily for and as the act of said trust and general partnership.

Given under my hand and official seal this the 5th day of January, 1994.

Kathryn S. Carver
Notary Public
My Commission Expires: 1/14/95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that JAMES T. SUMMERLIN, whose name as general partner of MAYER PROPERTIES II, an Alabama general partnership, is signed to the foregoing Affidavit of Borrower, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this the 6th day of January, 1994.

Kathryn S. Carver
Notary Public
My Commission Expires: 1/14/95

This Instrument Prepared by:
Kathryn S. Carver
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Bldg.
Birmingham, AL 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that S. J. FISHER, III, whose name as Vice President of FIRST ALABAMA BANK, an Alabama banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this the 5th day of January, 1994.

Kathleen S. Egan
Notary Public
My Commission Expires: 1/14/95

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08:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 84.00

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