

#16347W
SCA

AMENDMENT TO MORTGAGE AND INDENTURE OF TRUST

This Amendment to Mortgage and Indenture of Trust is entered into as of this 31st day of October, 1993, among The Industrial Development Board of the Town of Pelham (the "Borrower"), and First Commercial Bank, as Trustee (the "Trustee").

Recitals

A. The Borrower executed in favor of the Trustee that certain Mortgage and Indenture of Trust dated as of October 1, 1986, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 100, commencing at page 170 (the "Mortgage").

B. Pursuant to that certain Lease Agreement dated as of October 1, 1986 between the Borrower and Peltown Realty Company ("Peltown"), the Borrower leased the real property described in the Mortgage (the "Real Property") and the improvements thereon or to be constructed thereon, and other property, all of which is described in said Lease Agreement, to Peltown.

C. Pursuant to that certain Sublease Agreement dated as of October 1, 1986 between Peltown and Vulcan Threaded Products, Inc ("Vulcan"), Peltown subleased the Real Property and the improvements thereon or to be constructed thereon and other property, all of which is described in said Sublease Agreement, to Vulcan.

D. Vulcan constructed a manufacturing facility and some related improvements on the Real Property. Among the related improvements is a metal building constructed by Vulcan along the western boundary of the Real Property. Inadvertently, the metal building was constructed in such a manner that it crossed the boundary line and encroached upon the property (the "Adjoining Property") lying immediately to the west of the Real Property.

E. Peltown owns the property immediately to the west of the Real Property and in order to cure the encroachment referred to in Recital D and so that the metal building will be situated on the same parcel of property as Vulcan's manufacturing facility referred to in Recital D, above, Peltown has, by Warranty Deed of even date herewith, conveyed the portion of the Adjoining Property more particularly described below to the Borrower.

F. The Borrower has agreed to amend the Mortgage to include in the property mortgaged to the Trustee thereunder the portion of the Adjoining Property described below, which Peltown has today conveyed to the Borrower.

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Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Trustee hereby amend the Mortgage by adding the following provision in addition to, and not in replacement of any of, the provisions contained in the Mortgage:

To secure the prompt payment of the principal of, premium (if any) and interest on the Bonds according to their tenor and effect and the performance and observance by the Borrower of all the covenants expressed or implied herein and in the Bonds, the Borrower does hereby grant, bargain, sell, convey, assign, mortgage and pledge unto the Trustee and unto its successors in trust, and to it and its assigns forever, a triangular piece of land located in Shelby County, Alabama contiguous to the Leased Realty, as described in Granting Clause I of this Indenture described as follows:

Commence at the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly 480.00' to a point; Thence turn 1°30'55" right and continue northeasterly 331.34' to a point; Thence turn 112°00'50" left and run westerly along the south line of the Vulcan Threaded Products Company property line a distance of 788.41' to the point of beginning of the property being described; Thence continue along last described course a distance of 6.97' to a point; Thence turn 89°04'12" right and run northerly a distance of 306.66' to a point; Thence turn 178°41'59" right and run southerly a distance of 306.85' to the point of beginning, containing 1,069 square feet or 0.245 of an acre.

which shall become subject to the lien of this Indenture and shall henceforth be included in the defined terms "Mortgaged Realty," "Mortgaged Property" and "Project." The new description of the Mortgaged Realty as a whole, including both the Mortgaged Realty described in Granting Clause I of this Indenture and the Mortgaged Realty described in this Amendment to Mortgage and Indenture of Trust, is set out on Schedule 1 attached hereto.

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

IN WITNESS WHEREOF, the Trustee and the Borrower have caused this Amendment to be executed by their respective duly authorized officers as of the date first set forth above.

**FIRST COMMERCIAL BANK, as
Trustee**

By Woodie E. Alston

Title: VP & Trust Officer

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM**

ATTEST:

BY Tillman T. Evers

Title: Secretary

BY Dorothy Spivey

Title: Chairman

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Woodie E. Alston, whose name as VP & Trust Officer of First Commercial Bank, a state banking 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 Amendment to Mortgage and Indenture of Trust, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation.

Given under my hand and official seal this the 14th day of January, 1994.

Betty L. Brown
Notary Public

AFFIX SEAL

My commission expires: 6-2-96

STATE OF ALABAMA)

Stelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel M. Smith and Tillman S. Swanson, whose names as Chairman and Secretary, respectively, of The Industrial Development Board of the Town of Pelham, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said Amendment to Mortgage and Indenture of Trust, they, as such officers 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 14th day of January, 1997.

Lisa Beasley
Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES MARCH 30, 1997

This instrument prepared by:

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SCHEDULE 1

Commence at the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly a distance of 480.00' to an iron (steel) pin; Thence turn 1°30'55" right and continue northeasterly a distance of 331.34' to an "X" in a concrete retaining wall marking the southeastern corner of subject property and the point of beginning of the parcel being described; Thence continue along last described course a distance of 109.72' to a point; Thence turn 12°10'14" right and run a distance of 252.80' to a point on the southerly margin of Crosscreek Trail, a public street in the City of Pelham, Alabama; Thence turn 124°10'04" left and run westerly along said margin of said street a distance of 103.25' to the P.C. (Point of Curvature) of a street curve to the right having a central angle of 29°41'30" and a radius of 662.59'; Thence run along the arc of said curve an arc distance of 343.37' to a point; Thence left 27°18'10" from tangent and run westerly 293.74' to a point; Thence turn 24°15'05" left and run Southwesterly a distance of 278.61' to a point; Thence turn 69°05'03" left and run southerly a distance of 306.66' to a point; Thence turn 89°04'12" left and run easterly a distance of 795.38' to the point of beginning, containing 7.40 acres. Property is marked on each corner with a steel pin, pipe, monument or "X" in concrete.

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