
**AMENDMENT TO PROMISSORY NOTE, MORTGAGE
AND OTHER LOAN DOCUMENTS**

**THIS AMENDMENT TO PROMISSORY NOTE, MORTGAGE, and OTHER
LOAN DOCUMENTS** is entered into as of April 20, 1994 by and between J. David Shepherd
and ^{Teresa}~~Theresa~~ Shepherd (hereinafter sometimes collectively referred to for convenience as the
"Mortgagor" or the "Borrower") and Highland Bank (hereinafter sometimes referred to for
convenience as the "Mortgagee" or the "Bank").

Inst. # 1994-13235

W I T N E S S E T H:

WHEREAS, the Borrower executed to the order of the Bank that certain Promissory
Note in the principal amount of \$293,000.00 dated June 30, 1989 (the "Note"); and

WHEREAS, as security for the Note the Mortgagor executed in favor of the Mortgagee
that certain Mortgage and Security Agreement (the "Mortgage") dated June 30, 1989, which
Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book
244, Page 927; and

WHEREAS, under the terms of the Mortgage the Mortgagor conveyed to the Mortgagee
the Mortgaged Property (as defined in the Mortgage), including the land (the "Land") described
in EXHIBIT A to the Mortgage and EXHIBIT A attached hereto; and

James D. [Signature]

WHEREAS, the Borrower desires to sell a part of the Mortgaged Property and reduce to \$200,000.00 the unpaid balance of the Note and further desires for the Bank to agree (i) to decrease the interest rate from 13-½ percent per annum to 10 percent per annum, (ii) to decrease the monthly payments under the Note from \$3,806.07 to \$2,643.01, (iii) to change the date upon which all unpaid principal and interest is due from August 1, 1994 to April 1, 1999, (iv) to release from the lien of the Mortgage that portion of the Land which is not described in EXHIBIT B attached hereto (thereby retaining as collateral that portion of the Land described in EXHIBIT B) and (v) to secure Borrower's obligations under The Business Manager Merchant Agreement by the Mortgage and the Assignment of Leases hereinafter identified; and

WHEREAS, at the time of execution of the Note and the Mortgage the Borrower also executed an Assignment of Leases (the "Assignment"), a Construction Loan Agreement (the "Loan Agreement"), and various other documents (for convenience the Note, the Mortgage, the Assignment, the Loan Agreement and the other documents are hereinafter referred to collectively as the "Loan Documents");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the Borrower and the Bank hereby amend the Loan Documents as follows:

1. Upon execution hereof, Borrower shall pay to Lender the sum of \$64,387.84 to reduce the unpaid balance of principal due under the Note to \$200,000.00. In addition, Borrower shall pay a fee of one percent (1%) of the remaining balance of the Note and all cost

and expenses incurred by the Bank in connection herewith, including, without limitation, recording fees and legal fees.

2. The interest rate provided for in Section 1 of the Note is reduced from 13-½ percent to 10 percent per annum, effective on April 20, 1994.

3. Paragraph A of Section 3 of the Note is amended to read as follows:

"On the first day of the first calendar month following the Conversion Date, and on the first day of each succeeding calendar month up to and including April, 1994, Maker shall pay to Holder the amount of \$3,806.07. On the first day of May, 1994, and on the first day of each succeeding calendar month up to and including March, 1999, Maker shall pay to Holder the amount of \$2,643.01.

4. Paragraph B of Section 3 of the Note is amended to read as follows:

"On April 1, 1999, Maker shall pay to Holder the entire outstanding principal balance, together with all accrued but unpaid interest thereon."

5. Paragraph A of Section 4 of the Note is amended by striking the reference to "August 1, 1994" and substituting therefor the date "April 1, 1999."


6. The Mortgagee hereby releases from the Mortgage the portion of the Land which is not described in EXHIBIT B attached hereto. Except for the portion of Land released hereby, Mortgagor agrees that the Mortgage and the other Loan Documents and all collateral described

therein shall secure (i) the Loan (as defined in the Mortgage) and the Note, as amended hereby and as it may be amended, restated, extended, renewed, modified, or otherwise changed, and (ii) any and all other indebtedness and obligations of the Mortgagor to the Mortgagee now existing or hereafter arising, including, without limitation, all indebtedness and obligations of J. David Shepherd under The Business Manager Merchant Agreement between J. David Shepherd and the Bank dated December 6, 1993. Accordingly, it is hereby agreed that the granting clause in the Mortgage is amended to include all of the foregoing indebtedness and obligations and the defeasance clause in the Mortgage shall be operative and effective only upon payment and performance of all of the foregoing indebtedness and obligations.

7. All other provisions of the Loan Documents are amended mutatis mutandis. Except as amended hereby, the Note, the Mortgage, and the other Loan Documents are hereby ratified and confirmed.

IN WITNESS WHEREOF, Borrower and the Bank have executed this Amendment as of the date first written above.


J. DAVID SHEPHERD


TS **THERESA SHEPHERD**

HIGHLAND BANK

BY: 

ITS: 

STATE OF ALABAMA)
COUNTY OF Jeff.)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **J. DAVID SHEPHERD** 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 the instrument, he executed the same voluntarily.

Given under my hand this 17 day of April, 1994.

[Signature]
Notary Public
My commission expires: 2/2/96

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF Jeff.)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **THERESA SHEPHERD** 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 the instrument, she executed the same voluntarily.

Given under my hand this 19 day of April, 1994.

[Signature]
Notary Public
My commission expires: 2/2/96

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond Smith whose name as the Asst. VP of **HIGHLAND BANK**, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 17 day of April, 1994.

[Signature]
Notary Public

My Commission Expires: 2/2/96

NOTARIAL SEAL

RE-1462

EXHIBIT A
(Property Originally Subject to Mortgage)

Lot 2, according to the Survey of Owens Industrial Park, as recorded in Map Book 8, Page 181, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

EXHIBIT B
(Property Remaining Subject to Mortgage)

A part of Lot 2, according to the Survey of Owens Industrial Park as recorded in Map Book 8, Page 181 in the Office of the Judge of Probate of Shelby County, Alabama, described as follows: Begin at the Northeast corner of said Lot 2, said point being on the Westerly right of way line of Shelby County Highway No. 275; Thence run Southeasterly along said right of way line 100.94 feet; Thence turn 90-01'00" Right and run Southwesterly 11.69 feet; thence turn 90-43'14" Right and run Northwesterly 13.69 feet; thence turn 93-14'10" Left and run Southwesterly 117.37 feet to a point on the Westerly line of said Lot 2; Thence turn 104-59'56" right and run Northerly 28.03 feet; Thence turn 12-30'00" Left and run Northwesterly 65.00 feet; Thence turn 90-00'00" Right and run Northeasterly 122.71 feet to the Point of beginning.

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04/22/1994-13235
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SHELBY COUNTY JUDGE OF PROBATE
008 MCD 326.00