

FIRST AMENDMENT TO MORTGAGE

This Amendment is made on this the 6 day of October, 1994, by and between Paul B. Adamson, Jr. ("Adamson"), individually, and in his capacity as Trustee of that certain Testamentary Trust created under the terms of the Last Will and Testament of Paul B. Adamson, Sr. (the "Testamentary Trust"), said Last Will and Testament having been duly probated in the Probate Court of Jefferson County, Alabama, Case No. 119055, Alice E. Adamson ("Ms. Adamson"), individually, Margaret A. Kirton ("Ms. Kirton"), individually.

**RECITALS:**

WHEREAS, that certain Mortgage dated June 1, 1982 (the "Mortgage"), was executed by Adamson and John Stein ("Stein") as General Partners of Adamson and Stein Properties, an Alabama general partnership, in favor of Paul B. Adamson, Sr. and wife, Alice E. Adamson, in the sum of \$200,000; and

WHEREAS, said Mortgage was recorded in the office of the Judge of Probate of Shelby County, Alabama, in Book 421, Page 132; and

WHEREAS, Paul B. Adamson, Sr. died on February 17, 1986 and a one-half interest in the Mortgage passed to Ms. Adamson, individually, and the other one-half passed to the Testamentary Trust; and

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SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 19.50

Inst # 1994-30671

WHEREAS, the parties hereto desire to amend said Mortgage as stated herein;

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend the Mortgage by adding the following paragraphs:


Notwithstanding anything to the contrary otherwise contained in this Mortgage, it is agreed by Paul B. Adamson, Jr., individually and in his capacity as Trustee of the Testamentary Trust, Alice E. Adamson and Margaret A. Kirton, that:

- (i) The promise of Maker to pay the principal indebtedness and the interest on the Note shall be for the sole purpose of establishing the existence of an indebtedness;
- (ii) Stein, individually and as a General Partner of the Maker, shall not have any personal liability for payment of the Note, including any and all principal, interest and other obligations hereunder; and

(iii) The sole source of satisfaction of said indebtedness and of Stein's obligations hereunder shall be limited solely to the property described in this Mortgage and Paul B. Adamson, Jr., individually and in his capacity as Trustee of the Testamentary Trust, Alice E. Adamson and Margaret A. Kirton shall not separately or collectively seek to procure payment out of any assets of Stein or to procure any judgment against the Maker or Stein for any amount which is or may be payable under the Note or this Mortgage or for any deficiency remaining after foreclosure of this Mortgage.

Stein, individually and as a General Partner of the Maker, is hereby forever released and discharged from any and all liability and obligation under the Note and this Mortgage.

Except as hereby amended, the terms and conditions of the Mortgage shall remain in full force and effect.

  
Paul B. Adamson, Jr., individually  
and in his capacity as Trustee of  
the Testamentary Trust

Margaret A. Kirton  
Margaret A. Kirton

Alice E. Adamson  
Alice E. Adamson

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Paul B. Adamson, Jr., individually and in his capacity as Trustee of the Testamentary Trust, 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 said instrument, he executed the same voluntarily on the day the same bears date.

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

George B. Ruess  
Notary Public  
My Commission Expires: 2/7/95

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Margaret A. Kirton, 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 said instrument, she executed the same voluntarily on the day the same bears date.

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

George B. Ruess  
Notary Public  
My Commission Expires: 2/7/95

STATE OF ALABAMA )

COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alice E. Adamson, 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 said instrument, she executed the same voluntarily on the day the same bears date.

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

George H. Owens  
Notary Public  
My Commission Expires: 2/7/95

0830\0001  
07/25/94

Prepared and Returned to:

John P. McKleroy, Jr.

✓ **SPAIN, GILLON, GROOMS, BLAN & NETTLES**  
The Zinszer Building  
2117 Second Avenue, North  
Birmingham, Alabama 35203

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