

THIS INSTRUMENT PREPARED BY:

Compass Bank  
15 South 20th Street  
Birmingham, Alabama 35233  
Telephone: (205) 933-3000

STATE OF ALABAMA )

COUNTY OF SHELBY )

Inst # 1994-31645  
10/20/1994-31645  
09:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 17.00  
\$15,000.00

**AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT  
OF RENTS AND LEASES AND SECURITY AGREEMENT  
(ALABAMA)**

**THIS AMENDMENT** to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (this "Amendment") is made as of the 22nd of September, 1994, and is by and between **J-WES CO., INC.**, an Alabama corporation (the "Borrower"), Mortgagor, and **COMPASS BANK, Birmingham, Alabama (f/k/a CENTRAL BANK OF THE SOUTH)**, an Alabama state banking corporation (the "Bank"), Mortgagee.

**P R E A M B L E**

Borrower entered into a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement in favor of the Bank dated July 29, 1993, recorded in the office of the Judge of Probate of Shelby County, Alabama on August 3, 1993, as Instrument No. 1993-22814 (the "Mortgage"). In order to induce the Bank to make the Loan (as defined in the Mortgage) or loans to Borrower, Borrower desires to amend the Mortgage to add the additional property described herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank, intending to be legally bound hereby, agree as set forth below.

**A M E N D M E N T**

**1. Premises.** The property described on **Addendum 1** attached hereto is hereby added to the Mortgaged Property (as defined in the Mortgage) in all respects and to the same extent and as fully as if the property described on **Addendum 1** hereto were described on Exhibit A to the Mortgage upon its original recording. Borrower hereby grants, bargains, sells, aliens and conveys unto the Bank, its successors and assigns, the property described on **Addendum 1** hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Borrower and situated on the property

described on **Addendum 1** hereto or used or intended to be used in connection with or with the operation of said property, buildings or other improvements, in all respects as if set forth in the Mortgage and to the same extent and as fully as if the property described on **Addendum 1** hereto were described on Exhibit A to the Mortgage upon its original recording.

2. **No Release.** This Amendment is intended to add the property described on **Addendum 1** hereto to the property granted and conveyed by the Mortgage. This Amendment in no way releases from the lien of the Mortgage all or any portion of the real property described therein.

3. **Reaffirmation of Representations and Warranties.** Each representation and warranty contained in the Mortgage is hereby reaffirmed as of the date hereof, and the Borrower hereby makes each representation and warranty contained in the Mortgage as to the real and personal property granted and conveyed to the Bank hereby as fully as if the real property described on **Addendum 1** hereto were described on Exhibit A to the Mortgage upon its original recording.

4. **Effective Date.** The effective date of this Amendment is the date first set forth above.

5. **Effect of Amendment.** Except as specifically modified herein, all provisions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Borrower and the Bank have caused this Amendment to be duly and properly executed under seal as of the day and year first above written.

BORROWER (MORTGAGOR, DEBTOR):

J-WES CO., INC., an Alabama corporation

By:

Its Vice President

WITNESS:

Bicep Hunt

BANK (MORTGAGEE, SECURED PARTY):

COMPASS BANK, Birmingham, Alabama (f/k/a CENTRAL BANK OF THE SOUTH)

By:

Its Real Estate Officer

WITNESS:

Joyce R. Coe

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, Blenda H. McAnnally, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick L. Griffith, whose name as Vice President of **J-WES CO., INC.**, 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 general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand this the 22nd day of September, 1994.

[NOTARIAL SEAL]

Blenda H. McAnnally  
Notary Public  
My commission expires: 8-21-97

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, Blenda H. McAnnally, the undersigned, Notary Public in and for said County in said State, hereby certify that Paul E. Allen, whose name as Real Estate Officer of **COMPASS BANK, Birmingham, Alabama (f/k/a CENTRAL BANK OF THE SOUTH)**, an Alabama 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 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 the 22nd day of September, 1994.

[NOTARIAL SEAL]

Blenda H. McAnnally  
Notary Public  
My commission expires: 8-21-97

ADDENDUM 1

PROPERTY DESCRIPTION

Lots 6, 11, 12, 13, 14, 15, 40, 41, 42 and 43, all in Block 1, and Lots 37 and 38, all in Block 3, according to the Survey of Southlake Crest, 2nd Sector, as recorded in Map Book 18, Page 69, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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