

THIS INSTRUMENT WAS PREPARED BY:

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STATE OF ALABAMA )

COUNTY OF SHELBY )

Inst # 1994-37491

12/28/1994-37491  
08:49 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 3166.00

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

**THIS AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT** is made as of the 22nd day of December, 1994, and is by and between **J-WES CO., INC.**, an Alabama corporation (the "Mortgagor") and **COMPASS BANK**, a state banking corporation, successor by name change to Central Bank of the South ("Bank").

**Preamble**

Mortgagor entered into a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of July 29, 1993, recorded as Instrument No. 1993-22814, in the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). Mortgagor and Bank now desire to amend the Mortgage in order to show the increase in the principal indebtedness of the Revolving Credit Commercial Note referenced therein and secured thereby from \$2,000,000.00 to \$4,100,000.00.

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

*Carla Little*

**Amendment**

1. **Amendment.** The first "WHEREAS" paragraph on the first page of the Mortgage is hereby amended to read as follows:

**WHEREAS, J-WES CO., INC.,** an Alabama corporation (hereinafter called the "Borrower") is justly indebted to Bank on a revolving loan in the principal sum of up to FOUR MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,100,000.00) (the "Loan"), or so much as may from time to time be disbursed thereunder, as evidenced by a Revolving Credit Commercial Note dated July 29, 1993, payable to Bank with interest thereon, on demand or as otherwise provided therein, as amended pursuant to that certain Amendment to Revolving Credit Commercial Note between Borrower and Bank dated of even date herewith (the "Note"). The said \$4,100,000.00 shall be advanced by Bank to Borrower in accordance with a Master Loan Agreement for Construction Financing (the "Loan Agreement") dated July 29, 1993, the terms of which agreement are made a part of this Mortgage; and

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

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

IN WITNESS WHEREOF, Mortgagor and Bank have caused this Amendment to be duly and properly executed in Birmingham, Alabama as of the date set forth above.

**MORTGAGOR:**

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

**WITNESS:**



By:   
Its: VICE PRESIDENT

**LENDER:**

**WITNESS:**

**COMPASS BANK**

Arthur W. Smith

By: [Signature]  
Its: REAL ESTATE OFFICER

**ACKNOWLEDGMENT OF GUARANTOR**

The undersigned Guarantor, Eugene K. Cole, acknowledges the foregoing amendments to the Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement.

**WITNESS:**

Arthur W. Smith

Eugene K. Cole  
Eugene K. Cole

**STATE OF ALABAMA )**

**COUNTY OF JEFFERSON )**

I, ELIZABETH D. BECK, the undersigned, 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.**, a 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 22 day of December, 1994.

Elizabeth D. Beck  
Notary Public  
My Commission Expires: 10-3-98

[NOTARIAL SEAL]

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, ELIZABETH D. BECK, 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**, a 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 banking corporation.

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

Elizabeth D Beck  
Notary Public  
My Commission Expires: 10-3-98

[NOTARIAL SEAL]

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, ELIZABETH D. BECK, the undersigned, a Notary Public in and for said County in said State, hereby certify that **EUGENE K. COLE**, 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 on the day the same bears date.

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

Elizabeth D Beck  
Notary Public  
My Commission Expires: 10-3-98

[NOTARIAL SEAL]

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AMENDMENT TO ACCOMMODATION MORTGAGE

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