

STATE OF ALABAMA)

SHELBY COUNTY)

**AMENDMENT TO MORTGAGE AND
ASSIGNMENT OF LEASES, RENTS AND PROFITS**

This Amendment to Mortgage and Assignment of Leases, Rents and Profits made this 12 day of JULY, 1995 by and between INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP and FRANK C. ELLIS, JR., a married man (collectively herein the "Borrower") and is given in favor of UNION STATE BANK, AN ALABAMA BANKING CORPORATION (herein "Lender").

WHEREAS, Borrower gave to Lender a mortgage (the "Mortgage") which Mortgage is recorded in Instrument #1995-04568 in the Office of the Judge of Probate of Shelby County, Alabama, said Mortgage securing a note dated February 28, 1995 (the "Note"); and

WHEREAS, Borrower gave to Lender an assignment of leases, rents and profits (the "Assignment") which Assignment is recorded in Instrument #1995-04569 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Borrower is acquiring additional real property located in Shelby County, Alabama, said property being described on Exhibit "A" attached hereto and incorporated by reference herein (the "Additional Property"); and

WHEREAS, Borrower and Lender have agreed that the Additional Property should be encumbered by the Mortgage and the Assignment, hence this amendment.

NOW, THEREFORE, in consideration of the premises, and the covenants contained herein, and other good and valuable

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James Burford

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1995-18758

considerations, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

1. Borrower hereby grants, bargains, sells, conveys, assigns, remises, releases and confirms to the Lender and its successors and assigns, in fee simple, with right of entry and possession as provided in the Mortgage, and grants to Lender a security interest in the Additional Property described on Exhibit "A" attached hereto and incorporated by reference herein.

2. Borrower also, by its execution hereof subjects the Additional Property to the terms and provisions of the Assignment.

3. It is the sole intent of this Agreement to subject the Additional Property described on Exhibit "A" to all of the terms and conditions of the Mortgage, the Assignment and the Note. In all respects, other than amended by this document, the Mortgage, Assignment and Note shall remain in tact and in full and effect.

4. On the date of this instrument and on the date of the execution of the Mortgage, the property described in the Mortgage and described in this instrument, are not the homestead of Frank C. Ellis, Jr. or his spouse.

5. John McGeever, William R. Robertson and John G. Benner hereby represent and warrant that they are the only partners of Interstate Restaurant Investors, an Alabama General Partnership and have full authority to execute this instrument.

6. Nothing contained in the deed from Lender to Borrower conveying the Property described on Exhibit "A" attached hereto shall be construed to disturb the joint and several liability of

the makers of the Note.

DONE this 12 day of JULY, 1995.

INTERSTATE RESTAURANT INVESTORS,
AN ALABAMA GENERAL PARTNERSHIP

By: 
John McGeever
Its: General Partner

By: 
William R. Robertson
Its: General Partner

By: 
John G. Benner
Its: General Partner


Frank C. Ellis, Jr.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN MCGEEVER, whose name as General Partner of INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP, 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 said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 12 day of JULY, 1995.


Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that WILLIAM R. ROBERTSON, whose name as General Partner of INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP, 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 said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 12 day of JULY, 1995.


Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN G. BENNER, whose name as General Partner of INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP, 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 said instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 12 day of JULY, 1995.


Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FRANK C. ELLIS, JR., a married man, 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 foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12 day of JULY, 1995.


Notary Public
My Commission Expires: 3-1-98

EXHIBIT A

A parcel of land situated in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West; thence run north along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ run in a southwesterly direction 1325.96 feet; thence right $129^{\circ}39'13''$ run in a northerly direction 359.51 feet; thence left $90^{\circ}00'00''$ run in a westerly direction 319.00 feet, to the Easterly right-of-way of U.S. Highway No. 31; thence right $90^{\circ}00'00''$ run in a northerly direction along said right-of-way 131.39 feet to the point of beginning; thence continue along last stated course 5.00 feet; thence right $90^{\circ}00'00''$ and leaving said right of way run in an easterly direction 175.00 feet; thence $90^{\circ}00'00''$ right running in a southerly direction 5.00 feet; thence $90^{\circ}00'00''$ right run in a westerly direction 175.00 feet to the point of beginning and containing 875.0 square feet more or less.

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