

This instrument prepared by:  
William S. Wright  
Balch & Bingham  
Post Office Box 306  
Birmingham, Alabama 35201

## AMENDMENT TO MORTGAGE

STATE OF ALABAMA )

COUNTY OF SHELBY )

08/08/1995-21434  
08:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 KCD 2231.00

Inst # 1995-21434

**THIS AMENDMENT TO MORTGAGE** (this "Amendment") is being entered into as of the 2nd day of August, 1995, by and between **COMPASS BANK**, an Alabama state banking corporation ("Bank") and **GREYSTONE REALTY INVESTORS, INC.**, an Alabama corporation ("Mortgagor").

### P R E A M B L E

Mortgagor is the Mortgagor under a certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of July 22, 1994 and recorded as Instrument No. 1994-23178 in the Probate Office of Shelby County, Alabama, as amended pursuant to certain Loan Modification Agreements and Amendments to Loan Documents dated as of October 24, 1994, and February 2, 1995, respectively (as amended, the "Mortgage"), the latter of which increased the principal amount by the Mortgagor to \$2,425,000. The parties have agreed to increase further the principal amount secured by the Mortgagor to \$3,900,000. Accordingly, Bank and Mortgagor have agreed to amend further the Mortgage as set forth herein.

*Cashala Little*

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**THIS AMENDMENT TO MORTGAGE INCREASES THE AMOUNT SECURED BY THE ABOVE-DESCRIBED MORTGAGE, FROM \$2,425,000, ON WHICH ALL APPLICABLE MORTGAGE RECORDING TAXES HAVE BEEN PAID, TO \$3,900,000, BY ADDING \$1,475,000 TO THE AMOUNT SECURED AND ON WHICH THE MORTGAGE RECORDING TAX IS BEING PAID HERewith.**

## **A G R E E M E N T**

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Bank to modify the Loan, the parties, intending to be legally bound hereby, agree as follows:

**A.    Amendment of Mortgage.** The Mortgage shall be and the same hereby is amended by deleting the first "WHEREAS" clause in its entirety and substituting in place thereof the following:

"**WHEREAS**, Borrower is justly indebted to Bank on loans (collectively, the "**Loan**") in the aggregate principal sum of THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note in said amount dated as of July 22, 1994, payable to Bank with interest thereon (collectively, the "**Note**") on demand or as otherwise provided in the Note or in any other Loan Document as defined below;"

**B.    Effect on Loan Documents.** The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Except as is expressly set forth herein, the Mortgage shall remain in full force and effect in accordance with its terms.

**C.    Representations and Warranties.** Mortgagor hereby reaffirms as of the date hereof each representation and warranty contained in the Mortgage.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.

ATTEST:

By: Hisham Harkun wp#  
Its: Vice President

By: Ellen D. Stener  
Its: Secretary

WITNESS:

Don S. Smith

**MORTGAGOR:**

**GREYSTONE REALTY INVESTORS, INC.**

By: Ellen D. Stener  
Its: President

By: Hisham Harkun wp#  
Its: Vice President

**BANK:**

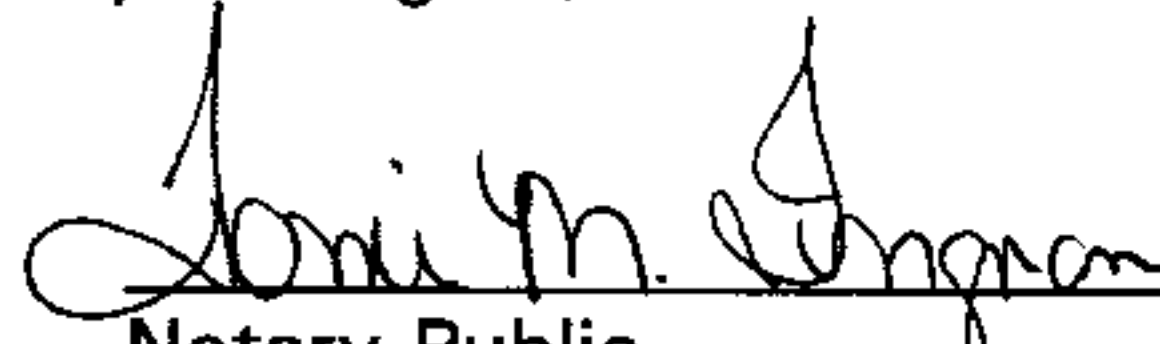
**COMPASS BANK**

By: Rubena Shah  
Its: Vice President

STATE OF ALABAMA                    )  
  )  
COUNTY OF Jefferson                    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ellen D Staner, whose name as \_\_\_\_\_ President of **GREYSTONE REALTY INVESTORS, 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, she, 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 4th day of August, 1995.

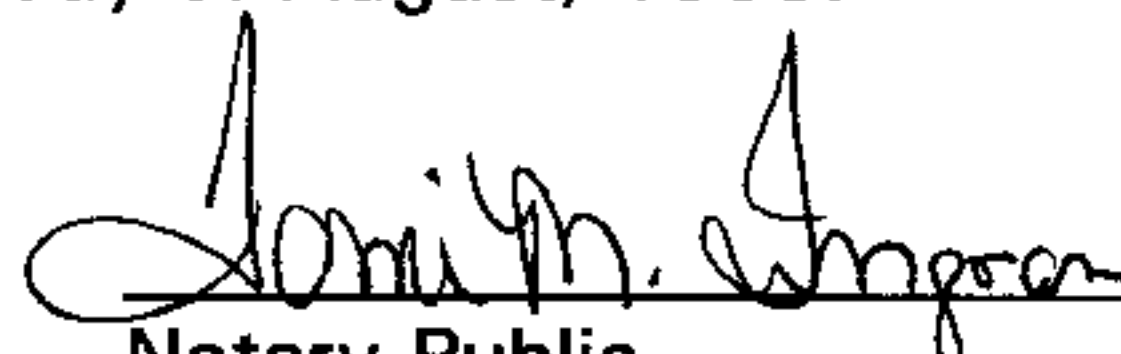
  
\_\_\_\_\_  
Notary Public  
My commission expires: 2-20-97

[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 Hisham M. Hakim, M.D., M.P.H., whose name as Vice President of **GREYSTONE REALTY INVESTORS, 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 4th day of August, 1995.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 2/20/97

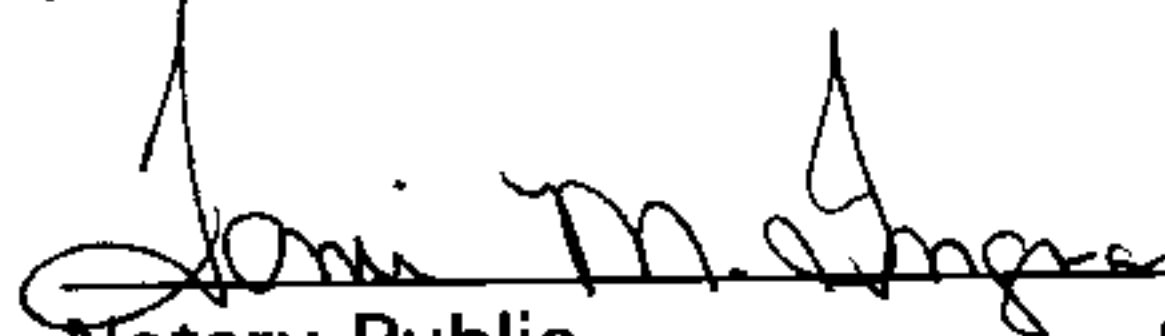
[NOTARIAL SEAL]

STATE OF ALABAMA           )  
  )  
COUNTY OF JEFFERSON       )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Rebecca D. Shuler**, whose name as Vice President of **COMPASS BANK**, an Alabama 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, she, 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 4th day of August, 1995.

[NOTARIAL SEAL]

  
Notary Public  
My commission expires: 2/20/97

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