

This instrument prepared by:
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STATE OF ALABAMA

COUNTY OF SHELBY

Inst # 1995-22341

08/15/1995-22341
01:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00

FIFTH MORTGAGE AMENDMENT

This Fifth Mortgage Amendment (this "Amendment") is made as of the 28 day of July, 1995, and is by and between **TAYLOR PROPERTIES, L.L.C.**, an Alabama limited liability company (the "Mortgagor"), Mortgagor, and **COMPASS BANK**, an Alabama state banking corporation (the "Bank"), Mortgagee.

WHEREAS, Greystone Ridge, Inc. executed and delivered that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement in favor of the Bank dated July 15, 1994, recorded in the office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1994-22321 (as assumed by Mortgagor pursuant to that certain Assumption Agreement executed by and among Mortgagor, Lender and Greystone Ridge, Inc. dated August 18, 1994, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1994-25922, and as amended by that certain Loan Modification Agreement and Mortgage Amendment dated August 18, 1994, that certain Second Loan Modification Agreement and Mortgage Amendment dated December 1, 1994, that certain Third Loan Modification Agreement and Mortgage Amendment dated February 23, 1995, and that certain Fourth Loan Modification Agreement and Mortgage Amendment, the "Mortgage"); and

WHEREAS, Mortgagor 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, Mortgagor 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 **Exhibit A** 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 **Exhibit A** hereto were described on **Exhibit A** to the Mortgage upon its original recording. Mortgagor hereby grants, bargains, sells, aliens and conveys unto Bank, its successors and assigns, the property described on **Exhibit A** hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature

Dominick, Fletcher

whatsoever now or hereafter owned by the Mortgagor and situated on the property described on Exhibit A 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 Exhibit A 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 Exhibit A 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 Mortgagor 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 Exhibit A 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 and unamended hereby.

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

MORTGAGOR
(MORTGAGOR, DEBTOR):

WITNESS:

John D. Sanborn

TAYLOR PROPERTIES, L.L.C.

By: Wendell H. Taylor
Wendell H. Taylor
Its Manager

BANK
(MORTGAGEE, SECURED PARTY):

WITNESS:

David H. Taylor

COMPASS BANK

By: J.R. Miller
J.R. Miller
Its: Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

I, Rebecca J. Greathouse, a notary public in and for said county in said state, hereby certify that **Wendell H. Taylor**, whose name as Manager of **TAYLOR PROPERTIES, L.L.C.**, an Alabama limited liability company, 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 such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 28th day of July, 1995.

Rebecca J. Greathouse
Notary Public
My Commission Expires: 11/4/98

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF Jefferson

I, Ann Aikens, a notary public in and for said county in said state, hereby certify that Jim R. Miller, whose name as Vice President of **COMPASS BANK**, 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 such 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 and official seal this 3rd day of August, 1995.

Ann Aikens
Notary Public
My Commission Expires: 3/23/99

[Notarial Seal]

EXHIBIT A

PROPERTY DESCRIPTION

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 89°35'37" West on the South boundary of said Section 27 a distance of 1598.75 feet to a point; thence South 00°24'23" East a distance of 692.01 feet to THE POINT OF BEGINNING; thence South 77°43'44" West a distance of 924.53 feet to a point; thence North 14°24'34" East a distance of 468.13 feet to a point; thence North 68°05'35" East a distance of 114.62 feet to a point; thence North 23°44'41" East a distance of 76.47 feet to a point; thence North 38°14'38" East a distance of 75.95 feet to a point; thence South 54°32'21" East a distance of 740.03 feet, more or less to THE POINT OF BEGINNING, containing 6.436 acres, more or less.

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