

STATE OF ALABAMA )

COUNTY OF SHELBY )

**FIRST AMENDMENT TO PURCHASE  
MONEY MORTGAGE AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT** is made and entered into as of the 15<sup>th</sup> day of September, 1995 by and among BARBARA M. TICKLE ("Tickle"), DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Oak Mountain"), as mortgagor, and FIRST AMERICAN EXCHANGE CORPORATION, a Louisiana corporation, for the benefit of SAEID C. GIVIANPOUR ("Lender"), as mortgagee.

**R E C I T A L S:**

Oak Mountain and Tickle have heretofore executed and delivered that certain Purchase Money Mortgage and Security Agreement dated as of August 30, 1995 (the "Mortgage"), which has been recorded as Instrument No. 1995-24063 in the Probate Office of Shelby County, Alabama.

Oak Mountain, Tickle and Lender desire to amend the Mortgage in order to properly reflect the complete legal description of the property.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, Oak Mountain, Tickle and Lender agree to amend the Mortgage as set forth below.

1. **Exhibit A.** Exhibit A to the Mortgage is deleted in entirety and Exhibit A-1 attached hereto and incorporated herein by reference is substituted in lieu thereof. From and after the date hereof, all references in the Mortgage to the Property shall mean and refer to the real property described in Exhibit A-1 attached hereto.

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned Borrower and Lender have caused this First Amendment to Mortgage to be executed as of the day and year first above written.

**MORTGAGORS:**

Barbara M. Tickle  
**BARBARA M. TICKLE**

**DANIEL OAK MOUNTAIN LIMITED  
PARTNERSHIP**, an Alabama limited  
partnership

By: **DANIEL REALTY INVESTMENT  
CORPORATION - OAK MOUNTAIN**,  
an Alabama corporation, Its General  
Partner

By: T. Charles Tickle  
T. Charles Tickle, Its Chairman

**MORTGAGEE:**

SAEID C. GIVIANPOUR  
**SAEID C. GIVIANPOUR**

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BARBARA M. TICKLE, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15<sup>th</sup> day of September, 1995.

Shirley A. Ellis  
Notary Public  
My Commission Expires: 2/26/98

STATE OF ALABAMA      )

COUNTY OF SHELBY      )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that T. Charles Tickle, whose name as Chairman of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of said limited partnership as aforesaid.

Given under my hand and official seal this the 15th day of September, 1995.

Sheila A. Ellis  
Notary Public  
My Commission Expires: 2/26/98

STATE OF ALABAMA      )

COUNTY OF SHELBY      )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that SAEID C. GIVIANPOUR, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of September, 1995.

Sheila A. Ellis  
Notary Public  
My Commission Expires: 2/26/98

This instrument was prepared by:

Stephen R. Monk, Esq.  
Daniel Realty Corporation  
1200 Corporate Drive  
Meadow Brook Corporate Park  
Birmingham, Alabama 35242-2940  
(205)991-4500

**EXHIBIT A-1**

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 28, Township 18 South, Page 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found locally accepted to be the Southeast corner of said Quarter-Quarter Section, thence run North 89 degrees 02 minutes 49 seconds West for a distance of 730.10 feet to the point of beginning; thence continue North 89 degrees 02 minutes 49 seconds West for a distance of 397.82 feet to an iron pin found; thence run North 1 degree 08 minutes 38 seconds East for a distance of 1317.13 feet to an iron pin found; thence run South 89 degrees 40 minutes 24 seconds East for a distance of 1133.42 feet to a 3" capped iron found locally accepted to be the Northeast corner of said Quarter-Quarter Section; thence run South 1 degree 22 minutes 36 seconds West for a distance of 487.63 feet to a point; thence run South 48 degrees 54 minutes 12 seconds West for a distance of 468.60 feet to a point; thence run South 73 degrees 58 minutes 55 seconds West for a distance of 215.91 feet to a point; thence run South 82 degrees 31 minutes 29 seconds West for a distance of 283.20 feet to a point; thence run South 17 degrees 50 minutes 29 seconds West for a distance of 162.85 feet to a point; thence run South 0 degrees 00 minutes 00 seconds West for a distance of 100.00 feet to a point; thence run South 39 degrees 41 minutes 21 seconds East for a distance of 221.01 feet to the point of beginning. Said parcel containing 23.63 acres more or less.

Together with a non-exclusive easement for ingress and egress being 50 foot wide situated in the Northwest Quarter of the Southeast Quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at a 3" capped iron found locally accepted to be the Northeast corner of said Quarter-Quarter Section, thence run North 89 degrees 02 minutes 49 seconds West along the North line of said Quarter-Quarter Section for a distance of 730.10 feet to the point of beginning of said 50 foot easement; thence run South 39 degrees 41 minutes 21 seconds East for a distance of 142.06 feet to a point; thence run South 76 degrees 26 minutes 26 seconds West for a distance of 55.69 feet to a point; thence run North 39 degrees 41 minutes 21 seconds West for a distance of 160.45 feet to a point on the North line of said Quarter-Quarter Section; thence run South 89 degrees 02 minutes 49 seconds East along the North line of said Quarter-Quarter Section for a distance of 65.89 feet to the point of beginning.

Inst # 1995-27824  
10/03/1995-27824  
02:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 SNA 17.00