

STATE OF ALABAMA

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COUNTIES OF JEFFERSON AND SHELBY

AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

This Amendment made this 30th day of June, 1995, between **COMPASS BANK**, an Alabama banking corporation (the "Lender"), and **CENTURY/CHASE, L.L.C.**, an Alabama limited liability company (the "Borrower").

WHEREAS, Lender made a loan to Borrower on February 17, 1995, in the amount of \$1,250,000.00 (the "Second Loan"), as evidenced by a Promissory Note in such amount (the "Second Note") and secured by, among other collateral, a Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement (Alabama), as recorded at Instrument No. 9502-9291, Probate Office of Jefferson County, Alabama, and recorded in 1995-05903, Page _____, in the Probate Office of Shelby County, Alabama (the "Second Mortgage"); and

WHEREAS, Borrower has requested Lender to loan Borrower the additional amount of \$1,000,000.00, and Lender has agreed to such request on the terms set forth in its commitment letter to Borrower dated May 11, 1995, which is incorporated herein by reference (the "Third Commitment Letter").

WHEREAS, Lender and Borrower desire to amend the Second Loan as set forth herein and as provided in the third Commitment Letter.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Second Loan is amended as follows:

1. The \$1,250,000.00 principal amount of the Second Note is increased by the amount of \$1,000,000.00 to the principal amount of \$2,250,000.00. Accordingly, (i) the phrase "ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS" in the Second Note is hereby deleted and the phrase "TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS" is inserted in lieu thereof, and (ii) the phrase "\$1,250,000.00" is hereby deleted wherever it appears in the Second Note and the phrase "\$2,250,000.00" is inserted in lieu thereof.

Paragraph 1 of the Second Note is modified to provide that in ~~no~~ event shall the applicable rate of interest be less than six percent (6%).

2. The phrase "ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00)" in the first "WHEREAS" clause on page 1 of the Second Mortgage is hereby deleted and the phrase "TWO MILLION

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SHELBY COUNTY JUDGE OF PROBATE
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OPERATIONS

TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00)" is inserted in lieu thereof.

3. All references in the First Amendment to Loan Agreement to the "Second Loan", shall mean the Second Loan as amended hereby to increase the principal amount thereof to \$2,250,000.00.
4. The First Loan Documents (as described in the First Amendment to Loan Agreement) shall secure the Second Loan, as amended hereby.
5. The guaranties from Charles W. Daniel, Thomas Jernigan, William A. Roberts, George L. McCrary and Richard T. Darden given in connection with the First Amendment to Loan Agreement are being replaced with new guaranties (the "Replacement Guaranties"). The Replacement Guaranties are given to secure both the First Loan and the Second Loan, as amended hereby.
6. All references to the Second Mortgage in the Second Note and the other documents executed in connection with the Second Note (such other documents being referred to herein as the "Second Loan Documents") shall be deemed to refer to the Second Mortgage, as amended herein. All references in the Second Mortgage and the Second Loan Documents to the Second Note shall be deemed to refer to the Second Note, as amended hereby.
7. Except as modified herein, all other terms and conditions of the Second Note, the Second Mortgage, the First Amendment to Loan Documents and the Second Loan Documents shall remain in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed as of the day and year first set forth above.

WITNESS:

Paula A. Johnson
Paula A. Johnson

CENTURY/CHASE, L.L.C.,
an Alabama limited liability company

By: Charles W. Daniel
Charles W. Daniel, its Managing Member
By: Richard T. Darden
Richard T. Darden, its Managing Member

WITNESS:

Brandon Broome

COMPASS BANK

By: J. R. Miller
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Martha B. Allison, a notary public in and for said county in said state, hereby certify that **Charles W. Daniel**, whose name as Managing Member of CENTURY/CHASE, L.L.C., an Alabama limited liability 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

Given under my hand and official seal this 29th day of June, 1995.

Martha B. Allison
Notary Public

[Notarial Seal]

My Commission Expires: 4/20/97

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Martha B. Allison, a notary public in and for said county in said state, hereby certify that **Richard T. Darden**, whose name as Managing Member of CENTURY/CHASE, L.L.C., an Alabama limited liability 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

Given under my hand and official seal this 29th day of June, 1995.

Martha B. Allison
Notary Public

[Notarial Seal]

My Commission Expires: 4/20/97

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Ann A. Aulche, a notary public in and for said county in said state, hereby certify that James R. Miller, 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 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 30th day of June, 19 95.

Ann A. Aulche

Notary Public

[Notarial Seal]

My Commission Expires: 3/23/99

State of Alabama - Jefferson County
I certify this instrument filed on:
1995 DEC 29 A.M. 07:56
Recorded and \$ 1,500.00 Mtg. Tax
and \$ 12.00 Deed Tax and Fee Amt.
\$ Total \$ 1,512.00
GEORGE R. REYNOLDS, Judge of Probate



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1500.00
12.00

1512.00

Inst # 1996-00409

01/05/1996-00409
09:31 AM CERTIFIED
JEFFERSON COUNTY JUDGE OF PROBATE
004 SNA 16.00

Amendment to Mortgage and Other Loans Documents