

AMENDMENT TO MORTGAGE  
ASSIGNMENTS OF RENTS AND LEASES  
AND SECURITY AGREEMENT

This amendment amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on November 11, 1996 by J. Harris Development Corporation (hereinafter "Borrower") in favor of New South Federal Savings Bank (hereinafter "Bank"), and all other agreements between Bank and Borrower pertaining thereto (hereinafter "Loan Documents").

Whereas, the Mortgage is recorded as Instrument #1996-38926 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

Now therefore, in consideration of the terms and conditions contained herein, the Mortgage and Loan Documents are hereby amended as follows:

The term "Land" used in the Mortgage shall include the property described on Exhibit "B" attached hereto, in addition to the property described on "Exhibit "A" attached hereto.

In that regard and in order to secure the payment of the Debt (as defined in the Mortgage) and in compliance with all the stipulations contained in the Mortgage, the Borrower does hereby grant, bargain, sell, and convey unto Mortgagee, their successors, and assigns the following (hereinafter along with the property described in the Mortgage, the "Mortgaged Property"):

a) The Land situated in Shelby County, Alabama and described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by this reference;

b) Together with all buildings, structures, improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment furniture and furnishings and personal property of every nature whatsoever or hereafter owned by the Mortgagor and used or intended to and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

Inst # 1997-05466

02/20/1997-05466

02:54 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 MCD 22.00

Inst # 1997-05466

c) Together will all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

d) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

f) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become



due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

g) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

h) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payment are hereby assigned to Mortgagee and may be at any time collected by it; and

i) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

The loan documents are further hereby amended to include the property described on Exhibit "B" in addition to the property described on Exhibit "A" attached hereto and attached to the Loan Documents.

All of the terms and provisions of the Mortgage and Loan Documents not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and Loan Documents and is not an novation thereof.

In Witness Whereof, we have hereunto set our hands and seals effective this 12<sup>TH</sup> day of February, 1997.

J. Harris Development Corporation

✓ By: Jack A. Harris  
Jack A. Harris  
Its: Vice President

STATE OF ALABAMA)  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack A. Harris, whose name as Vice President of J. Harris Development 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 officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 12<sup>TH</sup> day of February, 1997.

[Signature]  
Notary Public  
My commission expires: 8-29-96

This instrument prepared by:  
Holliman, Shockley & Kelly, Attorneys  
2491 Pelham Parkway  
Pelham, Alabama 35124  
Phone (205) 663-0281

**EXHIBIT "A"**

**Description of Mortgaged Property**

Lots 1, 2, 3, 4, 5, 6, 22, 23, 24 and 25, according to the Survey of Laurel Woods, 6th Sector, as recorded in Map Book 21 page 141 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

*Jas*

Exhibit "B"

Lot 20, according to the Survey of Laurel Woods, 6th Sector, as recorded in Map Book 21, page 141, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

*ja*

Inst # 1997-05466

02/20/1997-05466  
02:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 22.00