

**AMENDMENT**  
**TO**  
**MORTGAGE**  
**ASSIGNMENT OF RENTS AND LEASES**  
**AND SECURITY AGREEMENT . . .**

Inst # 1997-26572

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases, and Security Agreement (hereinafter "Mortgage") executed on May 7, 1997 by **SAMUEL A. LOGUE, and KELLEY C. LOGUE** (hereinafter "Borrower") in favor of **AMSOUTH BANK** (as successor by merger to **AMSOUTH BANK OF ALABAMA** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument **1997-14627** in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS**, the Mortgage secured a Note in the original principal amount of \$290,000.00 and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$435.00 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$325,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:


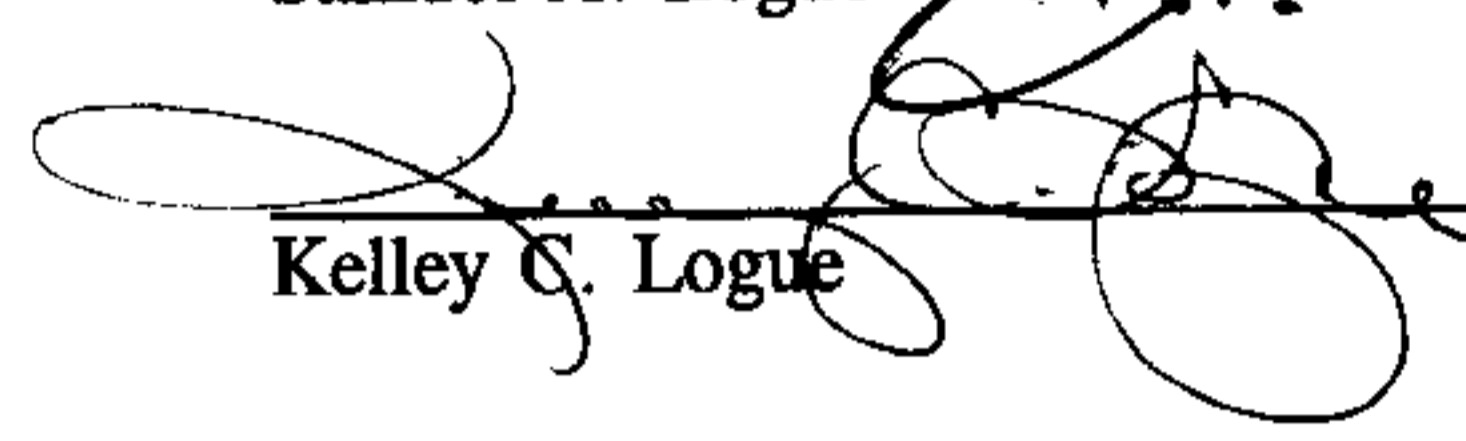
- 1). Henceforth the Mortgage shall specifically secure not only the \$209,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$325,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the Debt evidenced by the \$290,000.00 Note executed on May 7, 1997, and all interest thereon, and all extensions and renewals thereof, but also the \$325,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are

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10:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 501.00

hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

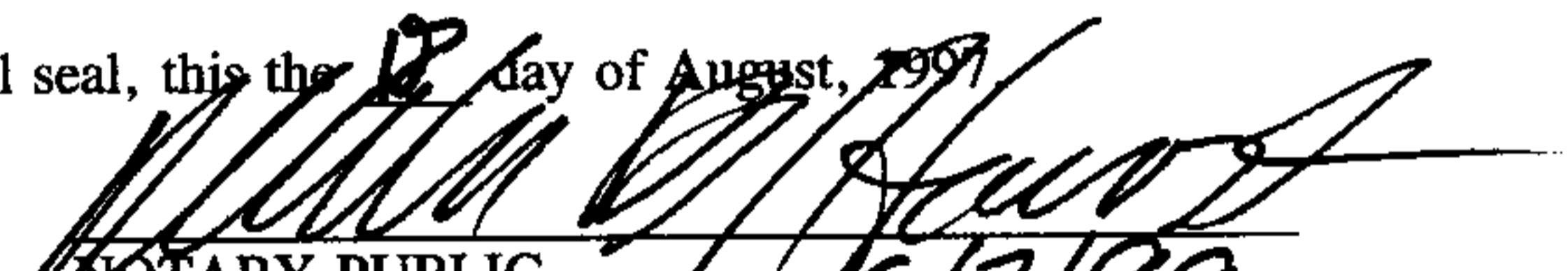
IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 18 day of August, 1997.

  
\_\_\_\_\_  
Samuel A. Logue  
  
\_\_\_\_\_  
Kelley C. Logue

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Samuel A. Logue and Kelley C. Logue, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 18 day of August, 1997

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 6/7/99

**THIS INSTRUMENT PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III  
ENGEL HAIRSTON & JOHANSON, P.C.  
4th Floor, 109 North 20th Street  
Birmingham, Alabama 35203  
(205) 328-4600

EXHIBIT "A"

TO

AMENDMENT TO MORTGAGE,  
ASSIGNMENT OF RENTS AND LEASES,  
AND SECURITY AGREEMENT...

CONSTRUCTION LOAN AGREEMENT

HAZARDOUS SUBSTANCE INDEMNIFICATION  
AND WARRANTY AGREEMENT

ESTOPPEL CERTIFICATE AND ATTORNMENT AGREEMENT

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BORROWER: Samuel A. Logue and Kelley C. Logue

LENDER: AMSOUTH BANK OF ALABAMA

A parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the said Southwest quarter of said Section 31; thence run in a Westerly direction along the North line of said Southwest quarter for a distance of 301.28 feet to a point; thence turn a deflection angle to the left of 51 degrees 49 minutes 38 seconds and run in a Southwesterly direction a distance of 180.00 feet to a point, said point being the point of beginning of the parcel herein described; thence turn a deflection angle to the left of 57 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 395.80 feet to a point, said point being on the Northwest right-of-way of proposed and soon to be dedicated Southgate Drive; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southwesterly direction along said right-of-way a distance of 168.14 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of 60 degrees 31 minutes 55 seconds and a radius of 35.00 feet, in a Southwesterly to Westerly to Northwesterly direction a distance of 36.98 feet to a point, said point being a point on the East side of Allen Road, being a road of possible prescriptive right-of-way; thence continue tangent to last described curve in a Northwesterly direction and along Allen Road a distance of 213.33 feet to a point; thence turn an interior angle of 77 degrees 49 minutes 02 seconds and run to the right in a Northeasterly direction a distance of 15.00 feet to a point, said point being a 1-inch crimp iron found; thence turn an interior angle of 195 degrees 42 minutes 53 seconds and run to the left in a Northeasterly direction a distance of 344.87 feet to the point of beginning.

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