

First Amendment to Mortgage Increasing Amount of Secured Debt and Adding Additional Parcels as Mortgaged Property

Mortgagor's name: Weatherly Investment Group, L.L.C. Tax I.D. or S.S. # \_\_\_\_\_  
Mortgagor's name: Weatherly Lands, L.L.C. Tax I.D. or S.S. # \_\_\_\_\_  
Mortgagee: Regions Bank Date of this amendment: March, 1998  
(formerly First Alabama Bank)  
Date of mortgage: December 29, 1994  
Mortgage recorded in Shelby County, Alabama as Instrument #1994-37715  
Original amount of debt secured by mortgage: \$1,400,000.00 Current balance: \$1,128,000.00  
Amount of debt secured by amended mortgage: \$3,325,000.00

**This agreement.** This agreement is an amendment to the mortgage described above. In this agreement, we, us, and our mean the Mortgagee, Regions Bank, named above. You and your mean the Mortgagors named above and Weatherly Lands, L.L.C. which is signing this amendment as an accommodation party. Weatherly Lands, L.L.C. is joining in this amendment in order to grant Regions Bank a mortgage lien on the part of the Mortgaged Property owned by Weatherly Lands, L.L.C., and it agrees to be bound by the terms of the Mortgage, as amended; provided, however, that Weatherly Lands, L.L.C. is not otherwise liable for the repayment of the debt secured by this Mortgage.

**This mortgage.** You gave a mortgage to us in order to secure your debt. This mortgage is described above. You have asked us to amend or renew the terms of this debt and the terms of the mortgage. The terms of the debt will now be contained in a Loan Agreement dated December 29, 1994 as amended by an amendment dated the same date as the date of this agreement.

The previous note representing the debt has not been cancelled.

**Amount of debt secured by the mortgage.** The original amount of the principal debt secured by the mortgage is stated above. The principal amount now to be secured by the mortgage is increased from the current balance to \$3,325,000.00.

**Redefining Mortgaged Property.** The Mortgaged Property described in the Mortgage is amended and restated to describe those parcels on Exhibit "A" attached hereto and incorporated herein by reference, which parcels are located in Shelby County, Alabama.

**Amendment to Release Provisions.** Our agreement to release Lots from the lien of our Mortgage as provided in Section 1.01(a) of the Mortgage is hereby amended to provide that we will release such Lots upon your payment of an amount equal to \$5,000.00 per acre of Mortgaged Property to be released.

**Signatures.** By signing this agreement under seal, you agree that the mortgage will remain in full force and that the only effect of this amendment is to increase the amount of debt secured by the mortgage. You also acknowledge that we have given you a completed copy of this agreement.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

1119 WILLOW RUN ROAD  
BIRMINGHAM, AL 35209  
Address for notices

WEATHERLY INVESTMENT GROUP, L.L.C.

By: Thomas J. Thornton L.S.  
Its Managing Member

Inst # 1998-10965  
1119 WILLOW RUN ROAD  
BIRMINGHAM, AL 35209  
Address for notices

WEATHERLY LANDS, L.L.C.

By: Thomas J. Thornton L.S.  
Its Managing Member

REGIONS BANK (formerly First Alabama Bank)

By: W. H. Highland  
Its President

03/27/1998-10965  
03:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCB 3316.50

First Amendment to Mortgage Increasing Amount of Secured Debt and Adding Additional Parcels as Mortgaged Property

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned Notary Public in and for said County in said State, hereby certify that James J. Houston whose name as Member of Weatherly Investment Group, L.L.C., an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such member of Weatherly Investment Group, L.L.C. 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 the 26th day of March, 1998.

Wanda Dianne Butts

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Nov. 18, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned Notary Public in and for said County in said State, hereby certify that James J. Houston whose name as Member of Weatherly Lands, L.L.C., an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such member of Weatherly Lands, L.L.C. 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 the 26th day of March, 1998.

Wanda Dianne Butts

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Nov. 18, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that K. R. Nulbana, whose name as President of Regions 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal this 26th day of March, 1998.

Wanda Dianne Butts

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Nov. 18, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**EXHIBIT "A"**

Parcel 1 (Kimberly Clark 1330)

All of Section 28, Township 20 South, Range 2 West, and  
The North one-fourth of Section 33, Township 20 South, Range 2  
West, and

The North one-half of the Northwest Quarter and the Northeast  
Quarter of the Northeast Quarter of Section 32, Township 20 South,  
Range 2 West and

The South one-half of Section 31, Township 20 South, Range 2 West,  
and

The East one-half of the Northeast Quarter of Section 31, Township  
20 South, Range 2 West.

Less and except that portion known as Survey of Weatherly-Windsor  
Sector 11, recorded in Map Book 18, Page 80; Weatherly Sector 13  
recorded in Map Book 22 Page 003; Weatherly Sector 15 recorded in  
Map Book 19 Page 122, and recorded in Map Book 20 Page 8; Weatherly  
Sector 16 recorded in Map Book 19 Page 151; Weatherly Sector 17  
recorded in Map Book 20 Page 86, and recorded in Map Book 21, Page  
110; Weatherly Sector 18 recorded in Map Book 21 Page 148;  
Weatherly Sector 21 recorded in Map Book 20 Page 7; Weatherly  
Sector 22 recorded in Map Book 21 Page 59; Weatherly Sector 23  
recorded in Map Book 21 Page 16; Weatherly Sector 24 recorded in  
Map Book 20 Page 144, and Weatherly Sector 25 recorded in Map Book  
21 Page 001, all recorded in the Office of the Judge of Probate,  
Shelby County, Alabama;

Also less and except the Weatherly Swim and Tennis Club described  
as follows: Part of the Southwest 1/4 of Section 31, Township 20  
South, Range 2 West, Shelby County, Alabama, being more  
particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly  
Brentwood Sector 15-Phase II, as recorded in the Office of the  
Judge of Probate, Shelby County, Alabama in Map Book 20, page 08,  
run in a Northeasterly direction along the Southeast line of Lot  
116 and its Northeasterly extension thereof for a distance of  
388.56 feet to an existing iron pin being on the curved Southwest  
right-of-way line of Weatherly Club Drive said Southwesterly right-  
of-way line of Weatherly Club Drive being concave in a Southwest  
direction and having a central angle of 26 degrees 55' 54" and  
radius of 1050.0 feet; thence turn an angle to the right (98  
degrees 30' 30" to the chord of said curve) and run in a  
Southeasterly direction along the arc of said curve and  
Southwesterly right-of-way line for a distance 493.55 feet to an  
existing iron rebar being at a point of intersection with the  
Northwest right-of-way line of Wembley Way; thence turn an angle to  
the right (112 degrees 27' 23" from last mentioned chord line) and  
run in a Southwesterly direction along the Northwest right-of-way  
line of said Wembley Way for a distance of 184.92 feet to an  
existing iron pin being the point of beginning of a curve, said  
curve being concave in a Southeasterly direction and having a



central angle of 36 degrees 39' 09" and a radius of 349.28 feet; thence turn an angle to the left and run in a Southwesterly direction along the Northwest right-of-way line Wembley Way for a distance of 223.44 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way and along the line tangent to the end of said curve for a distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90 degrees 00' 39" and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees 55' 37" and run in a Northerly direction for a distance of 249.99 feet to an existing iron pin; thence turn an angle to the right of 17 degrees 48' 27" and run in a Northerly direction for a distance of 61.50 feet to an existing iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector 15-Phase II, thence turn an angle to the right of 57 degrees 56' 33" and run in a Northeasterly direction along the Southeast line of said Lot 115 for a distance of 5.0 feet, more or less, to the point of beginning, containing 4.01 acres, more or less;

Also less and except the Shelby County School Site described as follows: Part of the E 1/2 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the SW corner of the SE 1/4 of the SE 1/4 of said Section 31, run in an easterly direction along the south line of said section for a distance of 1328.70 feet to an existing 2" capped pipe; thence turn an angle to the left of 92 degrees 02 minutes 03 seconds and run in a northerly direction along the east line of said section for a distance of 1325.51 feet to an existing 3-1/2" pipe; thence turn an angle to the right of 0 degrees 06 minutes 58 seconds and run in a northerly direction for a distance of 1319.70 feet to an existing 4" capped pipe; thence continue in a northerly direction along last mentioned course for a distance of 308.97 feet to an existing iron pin being on a curve, said curve being concave in a southeasterly direction and having a central angle of 28 degrees 21 minutes 02 seconds and a radius of 728.15 feet; thence turn an angle to the left (131 degrees 25 minutes 50 seconds to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 360.30 feet to the end of said curve; thence run in a southwesterly direction along a line tangent to the end of said curve for a distance of 240.0 feet to an existing iron pin; thence turn an angle to the left of 90 degrees and run in a southeasterly direction for a distance of 300.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a southwesterly direction for a distance of 1308.64 feet to an existing iron pin; thence turn an angle to the right of 3 degrees 0 minutes and run in a southwesterly direction for a distance of 926.71 feet to an existing iron pin; thence turn an angle to the right of 9 degrees 47 minutes 19 seconds and run in a southwesterly direction for a distance of 336.18 feet to an existing iron pin; thence turn an

angle to the right of 44 degrees 30 minutes and run in a westerly direction for a distance of 250.0 feet to an existing iron pin being on a curve, said curve being concave in a southeasterly direction and having a central angle of 0 degrees 54 minutes 49 seconds and a radius of 2853.97 feet; thence turn an angle to the left (64 degrees 19 minutes 54 seconds to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 45.51 feet to a point of reverse curve, said new curve being concave in a northwesterly direction and having a central angle of 66 degrees 45 minutes and a radius of 280.0 feet; thence turn an angle to the right and run along the arc of said curve in a southwesterly and westerly direction for a distance of 326.20 feet to an existing iron pin; thence turn an angle to the left (56 degrees 37 minutes 30 seconds from the chord of last mentioned curve) and run in a southerly direction for a distance of 48.44 feet to an existing iron pin being on the south line of the SW 1/4 of the SE 1/4 of said Section 31; thence turn an angle to the left of 91 degrees 57 minutes 41 seconds and run in an easterly direction along the south line of said SW 1/4 of SE 1/4 for a distance of 920.55 feet, more or less, to the point of beginning. Containing 57.65 acres, more or less, all of said parcels are situated in Shelby County, Alabama.

Parcel 2 (Martin 100)

The Northwest Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 2 West, and  
The Southwest 1/4 of the Northwest 1/4 and the West one-half of the Southeast 1/4 of the Northwest 1/4, all in Section 32, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

Parcel 3 (Bettini 79)

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NW corner of the SW1/4 of NW1/4 of Section 33, Township 20 South, Range 2 West; thence S 87 degrees 34' 13" East a distance of 3000.00'; thence S 54 degrees 23' 13" West a distance of 3730.91'; thence N 0 degrees 53' 51" East a distance of 983.26'; thence N 0 degrees 53' 17" East a distance of 1316.74' to the point of beginning.

Parcel 4 (Kimberly Clark 560)

The Southwest Quarter; the South One-Half of the Northeast Quarter; and the Southeast Quarter, all in Section 27, Township 20 South, Range 2 West, and

The North One-Half of the Northwest Quarter; and the North One-Half of the Northeast Quarter, all in Section 34, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.



Less and except a parcel of land situated in the SE 1/4 of the SE 1/4 of Section 27, and in the NE 1/4 of the NE 1/4 of Section 34, Township 20 South, Range 2 West and being more particularly described as follows:

Begin at the SE corner of Section 27, Township 20 South, Range 2 West said point being the point of beginning; thence North 2 deg. 32 min. 48 sec. West along the easterly boundary of said section a distance of 80.00 feet; thence South 88 Deg. 26 min. 21 sec. West a distance of 208.71 feet; thence South 2 deg. 32 min. 48 sec. East a distance of 208.74 feet; thence North 88 deg. 26 min. 21 sec. East a distance of 208.71 feet, more or less, to the easterly boundary of Section 34; thence in a northerly direction along the easterly boundary of said section a distance of 128.74 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama, containing 1 acre, more or less.

Parcel 5 (Chambers 317)

Begin at the SE corner of Section 29, Township 20 South, Range 2 West and proceed Northerly on the E boundary of Section 29, 4761.79 feet; thence turn S 52 degrees 22 minutes 25 seconds W a distance of 1060.75 feet; thence turn S 41 degrees 25 minutes 19 seconds W a distance of 840.19 feet; thence turn S 34 degrees 22 minutes 38 seconds W a distance of 2074.81 feet; thence turn S 24 degrees 11 minutes 52 seconds E a distance of 282.99 feet; thence turn S 37 degrees 7 minutes 24 seconds W a distance of 1611.65 feet; thence turn S 82 degrees 37 minutes 6 seconds E a distance of 738.93 feet; thence proceed in an easterly direction for a distance of 2655.99 feet to the point of beginning. Said property lies in Section 29, Township 20 South, Range 2 West. Containing approximately 187 acres.

Begin at the NE corner of Section 28, Township 20 South, Range 2 West and proceed S 89 degrees 3 minutes 46 seconds W along the Northern boundary of said Section 28 a distance of 1314.30 feet to the point of beginning; thence turn N 2 degrees 0 minutes 49 seconds E a distance of 2632.34 feet; thence turn N 84 degrees 37 minutes 27 seconds W a distance of 1284.38 feet; thence turn S 40 degrees 24 minutes 20 seconds W a distance of 3078.00 feet to a point along the N boundary of Section 28; thence S 82 degrees 46 minutes 09 seconds E a distance of 602.30 feet; thence in an easterly direction a distance of 2605.03 feet more or less to the point of beginning. Said property lies in Section 21, Township 20 South, Range 2 West. Containing approximately 130 acres.

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