

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT OF MORTGAGE

This amendment of Mortgage is made this 17 day of February, 1999, by and between Randall H. Goggans, a married man (Mortgagor) and John C. Hearn (Mortgagee).

WHEREAS, Mortgagor did heretofore on the 25th day of July 1997, give to Mortgagee a Mortgage which is recorded in Instrument No. 1997-23622 Office of the Judge of Probate Shelby County, Alabama (the Initial Mortgage), which Initial Mortgage was amended by Modification of Mortgage dated May 21, 1998, and recorded in Instrument No. 1998-19011 Office of the Judge of Probate Shelby County, Alabama (the Modification). Collectively herein, the Initial Mortgage and the Modification are referred to as the Mortgage; and

WHEREAS, the Mortgage encumbers certain real property located in Shelby County, Alabama which real property is described on Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the Mortgage secures a debt with a principal balance of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) as evidenced by replacement real estate mortgage note dated July 23, 1998, (the Note); and

WHEREAS, Mortgagor has requested that Mortgagee release the lien of the Mortgage as to the property described on Exhibit A attached hereto and in its place substitute the real property described on Exhibit B attached hereto and incorporated by reference herein as being the real property upon which the Mortgage encumbers.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Mortgagee acknowledges receipt of the sum of \$100,000.00 from Mortgagor, which sum is hereby applied to the sums due under the Note according to the provisions of the Note.
2. Mortgagee by his signature hereto, hereby expressly releases and discharges that certain real property described on Exhibit A attached hereto and incorporated by reference herein from the lien of the Mortgage, accepting as substitute security thereof, a lien, pursuant to the terms of the Mortgage on the real property described on Exhibit B attached hereto and incorporated by reference herein. In other words, the lien of the Mortgage is hereby released as to the property described on Exhibit A attached hereto and now encumbers the real property described on Exhibit B attached hereto.
3. Mortgagor hereby grants, bargains, sells and conveys to Mortgagee, pursuant to the terms of the Initial Mortgage as amended by the Modification and by the Note that certain real property located in Shelby County, Alabama as described on Exhibit B attached hereto and incorporated by reference herein. TO HAVE AND TO HOLD unto the Mortgagee, his heirs, successors and assigns forever, pursuant however to the terms and provisions of the Initial Mortgage, the Modification and the Note (as the said Note may be modified, renewed, amended, or replaced in the future).
4. That certain real property located in Shelby County, Alabama as described on

Exhibit B attached hereto and incorporated by reference herein is not the
homestead of the Mortgagor or his spouse.

Done effective the date and year first above written.

MORTGAGOR

Randall H. Goggans
Randall H. Goggans

MORTGAGEE

John C. Hearn
John C. Hearn

STATE OF ALABAMA)
Jeff COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify
that Randall H. Goggans, whose name is signed to the foregoing conveyance, and who is
known to me, acknowledged before me this day that, being informed of the contents of said
conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of Feb, 1999.

Jeff
Notary Public

My Commission Exp. 3.1.2002

STATE OF ALABAMA)
Jeff COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify
that John C. Hearn, whose name is signed to the foregoing conveyance, and who is
known to me, acknowledged before me this day that, being informed of the contents of said
conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of Feb, 1999.

Jeff
Notary Public

My Commission Exp. 3.1.2002

EXHIBIT A
HEARN / GOGGANS
AMENDMENT OF MORTGAGE

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 1, and the NW 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 2 West and in the SW 1/4 of the NE 1/4 of Section 35 and the SE 1/4 of Section 35, Township 20 South, Range 2 West in Shelby County, Alabama, described as follows:

Commence at the SE corner of Section 35, Township 20 South, Range 2 West, said point also being the point of beginning; thence North 04 deg. 12 min. 11 sec. West for a distance of 2646.37 feet; thence North 83 deg. 50 min. 09 sec. West for a distance of 1407.72 feet; thence North 01 deg. 43 min. 01 sec. West for a distance of 764.58 feet; thence North 89 deg. 06 min. 45 sec. West for a distance of 363.00 feet; thence North 01 deg. 43 min. 01 sec. West for a distance of 600.62 feet; thence North 89 deg. 06 min. 45 sec. West for a distance of 955.25 feet; thence South 02 deg. 47 min. 51 sec. East for a distance of 1383.25 feet; thence South 02 deg. 46 min. 58 sec. East for a distance of 1401.74 feet; thence South 02 deg. 50 min. 55 sec. East for a distance of 1333.74 feet; thence South 88 deg. 53 min. 16 sec. East for a distance of 1385.25 feet; thence South 01 deg. 19 min. 46 sec. East for a distance of 1330.80 feet; thence South 88 deg. 30 min. 46 sec. East for a distance of 237.32 feet; thence North 01 deg. 19 min. 45 sec. West for a distance of 600.00 feet; thence South 88 deg. 30 min. 46 sec. East for a distance of 450.69 feet; thence North 15 deg. 32 min. 48 sec. East for a distance of 444.04 feet; thence South 88 deg. 32 min. 34 sec. East for a distance of 549.67 feet; thence South 88 deg. 32 min. 35 sec. East for a distance of 163.73 feet to a point on the centerline of Shelby County Highway 331 (Prescriptive Use Right of Way); thence North 12 deg. 14 min. 51 sec. East along said centerline for a distance of 67.15 feet to a point on a curve to the left having a central angle of 27 deg. 05 min. 55 sec. and a radius of 350.00 feet, said curve subtended by a chord bearing North 04 deg. 37 min. 58 sec. West and a chord distance of 164.00 feet; thence along said centerline and along the arc of said curve for a distance of 165.54 feet; thence North 20 deg. 21 min. 11 sec. West along said centerline for a distance of 82.17 feet; thence South 89 deg. 10 min. 57 sec. West and leaving said centerline for a distance of 143.67 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT a prescriptive use right of way for Shelby County Highway 331.

LESS AND EXCEPT any part lying within right of way(s) and/or easement(s).

EXHIBIT B
HARN / GOGGANS
AMENDMENT OF MORTGAGE

Parcel I

Tracts 1, 2, 3, 4, 5, 6 and 8, according to the Survey of High Ridge Lake, as recorded in Map Book 23 page 65 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II

A 30 foot Ingress, Egress, Utility and Drainage Easement situated in the South 1/2 of the SE 1/4 of Section 26, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of Section 26, Township 20 South, Range 2 West; thence South 88 deg. 26 min. 21 sec. West along the South line of said Section for a distance of 476.00 feet; thence North 01 deg. 33 min. 30 sec. West for a distance of 804.93 feet to the point of beginning of the centerline of a 30 foot Ingress, Egress, Utility and Drainage Easement lying to either side and parallel to described centerline; thence South 77 deg. 14 min. 18 sec. West along said centerline for a distance of 313.01 feet to a point on a curve to the left having a central angle of 2 deg. 59 min. 09 sec. and a radius of 100.00 feet, said curve subtended by a chord bearing South 75 deg. 44 min. 43 sec. West and a chord distance of 5.21 feet; thence along the arc of said curve and along said centerline for a distance of 5.21 feet; thence South 74 deg. 15 min. 08 sec. West along said centerline for a distance of 111.97 feet to a point on a curve to the right having a central angle of 23 deg. 24 min. 17 sec. and a radius of 100.00 feet, said curve subtended by a chord bearing South 85 deg. 57 min. 17 sec. West and a chord distance of 40.57 feet; thence along the arc of said curve and along said centerline a distance of 40.85 feet; thence North 82 deg. 20 min. 35 sec. West along said centerline a distance of 23.81 feet to the end of said easement.

PARCEL III

Commence at the SE corner of Tract 5 as recorded in Map Book 23, Page 65, being the POINT OF BEGINNING OF A 60' strip of land lying 30' on either side of the centerline described as follows: thence proceed N 76deg 30'40" E and along said centerline a distance of 58.63'; thence N 81deg 40'12" E and along said centerline a distance of 301.93'; thence N 63deg 47'12" E and along said centerline a distance of 203.63'; thence N 76deg 15'45" E and along said centerline a distance of 292.26'; thence S 87deg 18'18" E and along said centerline a distance of 245.97'; thence N 83deg 41'21" E and along said centerline a distance of 240.76'; thence S 51deg 46'03" E to Retreat Lane and the end of such strip of land.

The foregoing description describes the centerline of portion of the CREST ROAD as the same as referred to in Article V Paragraph (a) (1) (A) of the Declaration of Restricted Covenants for High Ridge Lake (the Covenants) as recorded in Instrument No. 1997-39702 Office of the Judge of Probate Shelby County, Alabama. The conveyance herein of this Parcel III is specifically LESS AND EXCEPT AND SUBJECT TO the conveyances set forth in Article V Paragraph (a) (1) (A) (i), (ii) and (iii) as set out in the Covenants.

Inst # 1999-07603

02/23/1999-07603
02:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 17.00