

**AMENDMENT  
TO  
MORTGAGE  
ASSIGNMENT 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 May 4, 1999 by **Larry R. House**, *on unmarried man* (hereinafter "Mortgagor") in favor of **THE BANK** (hereinafter "Mortgagee").

**WHEREAS**, the Mortgage is recorded in Instrument No. 1999-19222 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the following described property (hereinafter the "Original Property"), to wit:

Lots 173B through 179B, according to Survey of Montagel, as recorded in Map Book 23, Page 6, in Probate Office of Shelby County, Alabama.

**WHEREAS**, the Mortgagor desires to substitute the following described property (hereinafter "New Property"), to wit:

A parcel of land situated in the Southeast  $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 34; thence run along the South line of said section in a Westerly direction a distance of 2,202.08 feet to a point on the Easterly Right-of-Way of County Road No. 41, otherwise known as Dunavant Valley Road; thence turn a deflection angle of 105 degrees 33 minutes 12 seconds right and run in a Northeasterly direction along said Easterly Right-of-Way a distance of 686.39 feet to a found crimped iron, said point being the Point of Beginning of the Parcel herein described; thence continue on the last described course in a Northeasterly direction along said Easterly Right-of-Way a distance of 686.63 feet to a found crimped iron; thence turn an interior angle of 105 degrees 04 minutes 52 seconds and run to the right in an Easterly direction a distance of 530.83 feet to a found crimped iron; thence turn an interior angle of 180 degrees 52 minutes 29 seconds and run to the left in an Easterly direction a distance of 656.11 feet to a found 3-inch capped pipe; thence turn an interior angle of 179 degrees 56 minutes 00 seconds and run to the right in an Easterly direction a distance of 637.40 feet to a point on the East line of said Section 34; thence turn an interior angle of 90 degrees 05 minutes 23 seconds and run to the right in a

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Southerly direction along said East Section Line a distance of 725.24 feet to an iron rod; thence turn an interior angle of 87 degrees 52 minutes 28 seconds and run to the right in a Westerly direction a distance of 2,014.8 feet to the Point of Beginning. Situated in Shelby County, Alabama.

for the following described property (hereinafter "Released Property"), to wit:

Lots 173B, 174B, 175B, 177B, 178B, and 179B according to the Survey of Montagel as recorded in Map Book 23, page 6, in the Probate Office of Shelby County, Alabama

**WHEREAS**, Mortgagee has agreed to release the Released Property from the Mortgage, if the Mortgage is amended to include the New Property in addition to the Original Property (less the Released Property).

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Mortgagee to release the Released Property from its Mortgage, and for \$10.00 and other good and valuable consideration, in hand paid, the Mortgage is hereby amended as follows:

- 1). The Mortgage is hereby amended to add thereto, in addition to the Original Property, the New Property, and by this reference the New Property is hereby added to Exhibit A attached to the Mortgage.
- 2). Mortgagor grants, bargains, sells and conveys to Mortgagee the New Property, in accordance with the terms of the Mortgage.
- 3). The Released Property is hereby released from the Mortgage and the Mortgage is hereby satisfied as to the Released Property, provided that Mortgagee obtains from Mortgagor a valid first mortgage on the New Property, title insurance acceptable to Mortgagee on the New Property insuring Mortgagee's first mortgage interest and a survey of the New Property.

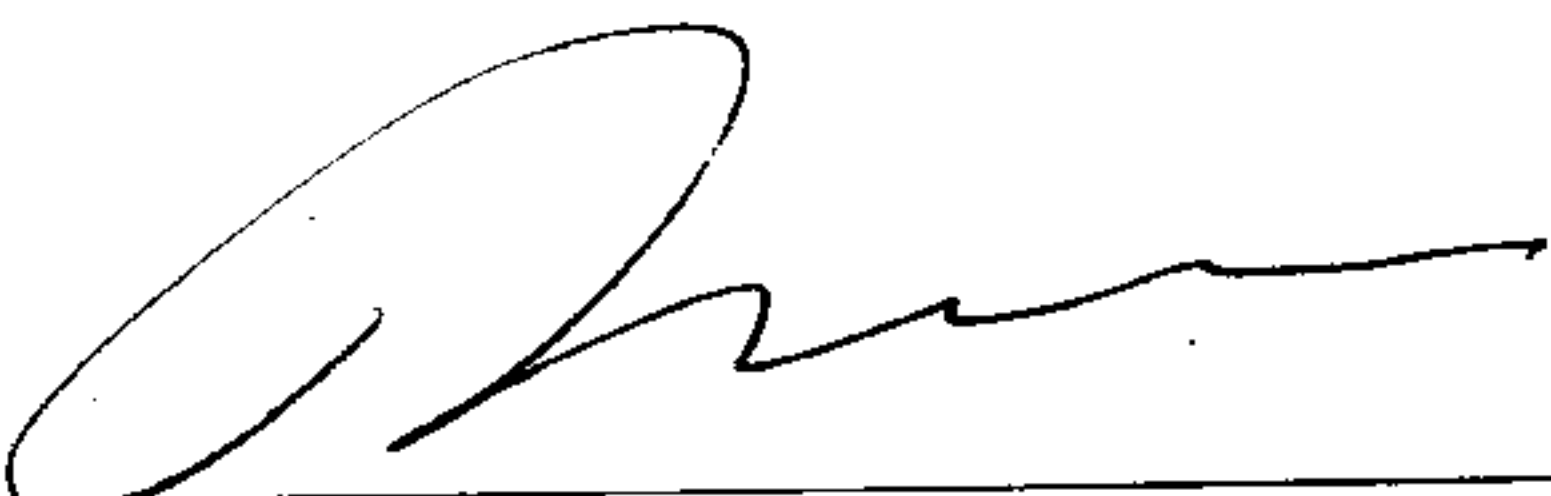
In addition hereto, the Mortgagor further amends the Hazardous Substance Indemnification and Warranty Agreement (the "Agreement") to cover not only the property described therein but also the New Property.

Mortgagor hereby agrees and directs Mortgagee to take any action necessary to conform the Mortgage or the Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreement with the terms as herein modified.

All of the terms and provisions of the Mortgage, Assignment, and Agreement not specifically amended herein, are 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  
1 day of July, 1999.

  
\_\_\_\_\_  
Larry R. House

L.S.

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry R. House, whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1 day of July, 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 6/1/03

**THIS INSTRUMENT PREPARED BY:**

William B. Hairston III  
**ENGEL HAIRSTON & JOHANSON, P.C.**  
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AMEND.mtg 7/1/99 9:30AM

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