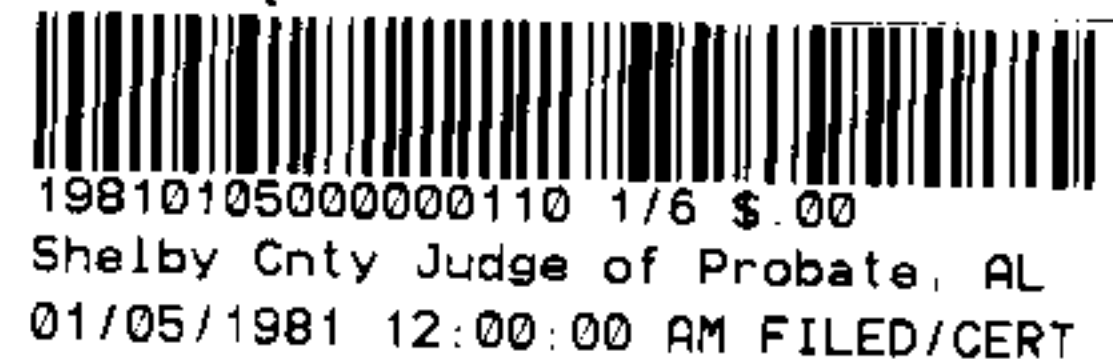


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AMENDMENT TO NOTE, MORTGAGE
AND ASSIGNMENT OF LEASES

THIS AMENDMENT TO NOTE, MORTGAGE AND ASSIGNMENT OF LEASES is entered into this 30 day of December, 1980, by and between VALLEYDALE VILLAGE, INC., a corporation (herein referred to as the "Borrower"), and BIRMINGHAM TRUST NATIONAL BANK, a national banking association (herein referred to as "Construction Lender").



R E C I T A L S:

On October 3, 1979, Borrower executed and delivered to Construction Lender an Alabama Mortgage Note in the amount of Nine Hundred Thirty Thousand and No/100 Dollars (\$930,000.00) (the "Note"), a Mortgage and Security Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 396, page 912 (the "Mortgage"), and an Assignment of Lease(s) recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 32, page 994 (the "Assignment of Leases"). The said Note and Mortgage are based on monthly installments of Eight Thousand Six Hundred Fifteen and 37/100 Dollars (\$8,615.37) each. The Mortgage and Assignment of Leases have attached a certain Exhibit "A" containing a description of the property subject to the Mortgage and Assignment of Leases. Borrower and Construction Lender have agreed to amend the Note, Mortgage and Assignment of Leases as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

(1) The Note shall be amended to reduce the indebtedness from Nine Hundred Thirty Thousand and No/100 Dollars (\$930,000.00) to Eight Hundred Seventy-five Thousand and No/100 Dollars (\$875,000.00). Each and every reference to

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Thomas, [illegible] et al

the amount of the indebtedness shall be amended as set forth above. More specifically, the first sentence of said Note shall be amended to read as follows:

FOR VALUE RECEIVED, without grace, the undersigned promises to pay to the order of Birmingham Trust National Bank, a national banking association, at its office at 112 North 20th Street, Birmingham, Alabama, or at such other place as the holder of this Note may from time to time designate, in lawful money of the United States of America, the principal sum of Eight Hundred Seventy-five Thousand and No/100 Dollars (\$875,000.00), together with interest thereon, as provided hereinafter, said principal and interest to be paid on the dates and in the manner following:

(2) Subparagraph (c) of the first paragraph of the Note is hereby deleted and the following language is substituted in lieu thereof:

(c) Upon purchase by or assignment of this Note to Protective Life Insurance Company, interest shall be payable thereafter at the rate of ten and one-fourth percent (10-1/4%) per annum, and principal and interest shall be payable in monthly installments of Eight Thousand One Hundred Five and 86/100 Dollars (\$8,105.86) on the first day of each and every month commencing on the first day of the first month after such purchase or assignment, and a like amount shall be paid on the first day of each month thereafter to and including the 299th month after such purchase or assignment, and the balance then remaining unpaid, together with the unpaid interest thereon, shall be due and payable on the first day of the 300th month after such assignment. Said monthly payments shall be applied first to interest at the rate of ten and one-fourth percent (10-1/4%) per annum due monthly upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment shall be applied to late charges, if any, and then on account of principal.

(3) The Mortgage shall be amended to reduce the amount of mortgaged indebtedness from Nine Hundred Thirty Thousand and No/100 Dollars (\$930,000.00) to Eight Hundred Seventy-five Thousand and No/100 Dollars (\$875,000.00). Each and every reference to the amount of indebtedness shall be amended as set forth above. More specifically, the first sentence of said Mortgage shall be deleted and the following substituted in lieu thereof:

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Shelby Cnty Judge of Probate, AL
01/05/1981 12:00:00 AM FILED/CERT

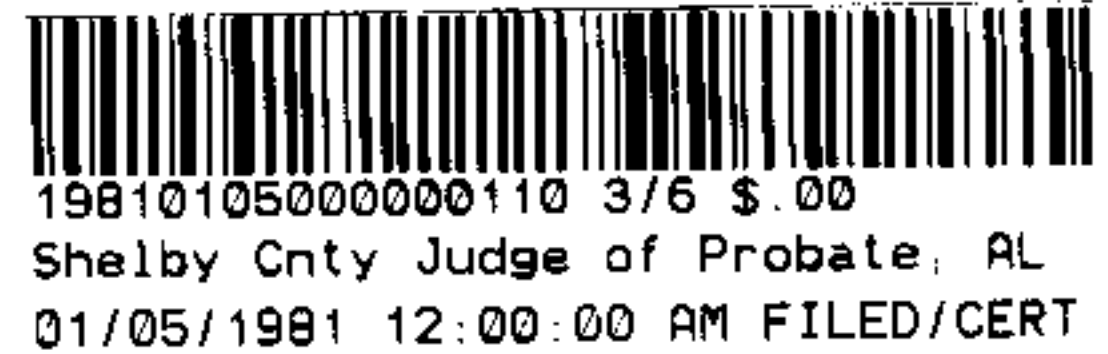
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WHEREAS, Borrower is justly indebted to Lender in the principal sum of Eight Hundred Seventy-five Thousand and No/100 Dollars (\$875,000.00), as evidenced by a certain promissory note of even date herewith, payable to Lender in installments with interest thereon.

(4) Article IV of said Mortgage is hereby deleted in its entirety.

(5) Exhibit "A" of the Mortgage is hereby deleted and the following is substituted therefor:

EXHIBIT "A"



The following described real property located in Shelby County, Alabama:

Part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the N.E. Corner of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; thence run West along the North line of said 1/4-1/4 Section line a distance of 338.0 feet to the point of beginning; thence continue along said North line a distance of 25.0 feet; thence turn right 89° 14' 15" and run North a distance of 360.0 feet; thence turn left 89° 14' 15" and run West a distance of 608.74 feet; thence turn left 131° 35' and run Southeasterly 440.25 feet; thence turn right 90° 00' and run Southwesterly 80.00 feet; thence turn left 90° 00' and run 437.11 feet to the Northwesterly right-of-way line of a public road, said right-of-way line being in a curve to the left (having a radius of 2833.72 feet and an interior angle of 6° 04' 18"); thence turn left 82° 11' 40" to the tangent of said curve and run Northeasterly along said right-of-way line an arc distance of 300.29 feet; thence from the tangent of said curve turn left 90° and run Northwesterly a distance of 10.0 feet; thence turn right 90° 00' and run Northeasterly along said right-of-way line a distance of 2.60 feet; thence turn left 86° 56' 50" and run Northwesterly a distance of 200.05 feet to the point of beginning. Containing 6.20 acres, more or less.

Together with all of Borrower's right, title, and interest as Grantee under that certain Easement recorded at Book 330, page 491, in the Probate Office of Shelby County, Alabama.

(6) The Assignment of Leases is hereby amended to reduce the amount recited in the first paragraph of said Assignment of Leases from \$930,000.00 to \$875,000.00. More specifically, said paragraph is amended to read as follows:

WHEREAS, the undersigned, designated below as "Mortgagor" (and herein, whether one or more, called "Mortgagor") is contemporaneously with the execution and delivery of this instrument of assignment, executing and delivering to Birmingham Trust National Bank, a national banking association (herein called "Mortgagee"), a mortgage conveying to Mortgagee certain lands located in Shelby County, Alabama, described on Exhibit "A" attached hereto to secure an indebtedness in the principal amount of \$875,000.00 (herein referred to as the "Loan"); and

(7) Exhibit "A" of the Assignment of Leases is hereby amended to read as follows:

EXHIBIT "A"

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Shelby Cnty Judge of Probate, AL
01/05/1981 12:00:00 AM FILED/CERT

The following described real property located in Shelby County, Alabama:

Part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the N.E. Corner of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; thence run West along the North line of said 1/4-1/4 Section line a distance of 338.0 feet to the point of beginning; thence continue along said North line a distance of 25.0 feet; thence turn right 89° 14' 15" and run North a distance of 360.0 feet; thence turn left 89° 14' 15" and run West a distance of 608.74 feet; thence turn left 131° 35' and run Southeasterly 440.25 feet; thence turn right 90° 00' and run Southwesterly 80.00 feet; thence turn left 90° 00' and run 437.11 feet to the Northwesternly right-of-way line of a public road, said right-of-way line being in a curve to the left (having a radius of 2833.72 feet and an interior angle of 6° 04' 18"); thence turn left 82° 11' 40" to the tangent of said curve and run Northeasterly along said right-of-way line an arc distance of 300.29 feet; thence from the tangent of said curve turn left 90° and run Northwesternly a distance of 10.0 feet; thence turn right 90° 00' and run Northeasterly along said right-of-way line a distance of 2.60 feet; thence turn left 86° 56' 50" and run Northwesternly a distance of 200.05 feet to the point of beginning. Containing 6.20 acres, more or less.

and the following leases:

1. Lease, dated August 15, 1979, between Valleydale Village, Inc., and Piggly Wiggly Alabama Distributing Co., Inc.
2. Lease Agreement, dated July 10, 1979, between Valleydale Village, Inc., and Big B Discount Drugs, Inc.

(8) Except as otherwise expressly modified and amended hereby, the Note, Mortgage and Assignment of Leases shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

(9) This amendment shall inure to and be binding upon the undersigned, their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed as of the day and year first above written.

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Shelby Cnty Judge of Probate, AL
01/05/1981 12:00:00 AM FILED/CERT

VALLEYDALE VILLAGE, INC.

By
Its

BIRMINGHAM TRUST NATIONAL BANK

By

Its Asst. Vice Pres

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sam W. Bennett, whose name as President of Valleydale Village, Inc., a 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30 day of December, 1980.

London M. Sharp
Notary Public

My Commission Expires Feb. 9, 1982

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mass & Curran, Jr, whose name as Assistant Vice President of Birmingham Trust National Bank, a national banking association, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 30 day of December, 1980.

Sandra M. Sharp
Notary Public

My Commission Expires Feb 9, 1982

This instrument was prepared by Romaine S. Scott, III, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.

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Shelby Cnty Judge of Probate, AL
01/05/1981 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 JAN -5 PM 1:14

Thomas A. Shanks, Jr
JUDGE OF PROBATE

Rec. 9.00
Sub. 1.00
10.00

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