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AMENDMENT TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made as of the 18th day of May, 1989, by and between NORTH SHELBY SHOPPING CENTER, an Alabama general partnership ("Borrower") and FIRST COMMERCIAL BANK, ("Lender").

R E C I T A L S:

On or about July 1, 1988, Borrower executed and delivered to Lender a Real Estate Mortgage and Security Agreement, which instrument was recorded in Real Volume 192, Page 774 in the Probate Office of Shelby County, Alabama (such instrument is referred to herein as the "Mortgage"). The Mortgage secures a promissory note as described in the Mortgage. Borrowers have requested certain modifications to the Note and Lender has agreed to such modifications on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and to induce the Lender to make a future advance to Borrower, the parties hereto agree as follows:

1. Borrower has become justly indebted to Lender in the sum of One Hundred Eight Thousand and No/100 Dollars (\$108,000.00) in addition to the original loan amount of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00) for a total debt of One Million Eight Hundred Eight Thousand and No/100 Dollars (\$1,808,000.00).

2. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower confirms that it

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has no defenses or offsets with respect to its obligations pursuant to the Mortgage, as herein amended.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their duly authorized partner or officer, all as of the day and year first above written.

NORTH SHELBY SHOPPING CENTER,
an Alabama general partnership

By: [Signature]
Its Authorized Partner

FIRST COMMERCIAL BANK

By: [Signature]
Its: VICE PRES.

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hubert W. Goings, whose name as authorized partner of North Shelby Shopping Center, an Alabama general partnership, 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 authorized partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 18th day of May, 1989.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9-11-91

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nolan Dean, whose name as authorized officer of First Commercial Bank, 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 institution.

Given under my hand and official seal this the 18th day of May, 1989.

Carol H. Stewart
NOTARY PUBLIC

My Commission Expires: 9-11-91

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This instrument prepared by:

Carol H. Stewart, Esq.
BURR & FORMAN
3000 SouthTrust Tower
Birmingham, Alabama 35203
(205) 251-3000

1. Doc. Tax \$
2. Mtg. Tax 162.00
3. Recording Fee 7.50
4. Indexing Fee 2.00
TOTAL 171.50

ALL DEEDS
I CERTIFY THE
INSTRUMENT WAS FILED

89 MAY 19 PM 12:41

Thomas G. Jennings
JUDGE OF PROBATE