

STATE OF ALABAMA)

SHELBY COUNTY)

1398

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

This First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases is made and entered into this 16th day of May, 1990, by and between Walker Drug Company, an Alabama general partnership (the "Mortgagor"), whose address is P.O. Box 1428, Birmingham, AL 35201, and AmSouth Bank N.A., a national banking association (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Commercial Real Estate Department.

WHEREAS, on December 1, 1989, Walker Enterprises, Inc. (the "Original Mortgagor") granted to the Mortgagee a mortgage on the real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate"), which mortgage was recorded on December 4, 1989, in the Office of the Judge of Probate of Shelby County, Alabama in Book 268, page 475 (the "Mortgage");

WHEREAS, the Original Mortgagor conveyed the Real Estate to the Mortgagor by deed dated May 16, 1990, which deed is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Real Volume 292, page 120;

WHEREAS, the Mortgagor has assumed the Debt, as defined in the Mortgage;

WHEREAS, the Mortgage secures the principal sum of \$795,000, as evidenced by a promissory note dated December 1, 1989, in said principal amount, which note is defined in the Mortgage as the "Note", and on which debt mortgage tax in the amount of \$1,192.50 was paid upon the recording of the Mortgage;

WHEREAS, the Mortgagor has requested that the Mortgagee extend additional credit to the Mortgagor; and

WHEREAS, the Mortgagee has agreed to extend such additional credit on certain conditions, one of which is that the additional credit be secured by the lien of the Mortgage.

NOW, THEREFORE, in consideration of the premises, the Mortgagor and the Mortgagee hereby amend the Mortgage as follows:

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The defined term "Debt" is hereby further defined by adding a subparagraph 4 immediately after subparagraph 3 on page 2 of the Mortgage:

(4) the payment of the debt evidenced by that certain promissory note executed by the Mortgagor in the amount of \$7,000,000, dated May 16, 1990, and interest thereon and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals and modifications;

Except as specifically amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this First Amendment to be executed by their duly authorized representatives, as of the date first set forth above.

WALKER DRUG COMPANY

By William W. Walker, III
Its General Partner

By James O. Walker, Jr.
Its General Partner

By James O. Walker, Jr.
Its General Partner

AMSOUTH BANK N.A.

By John M. Shown
Its Assistant Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William W. Walker, III, James O. Walker and James O. Walker, Jr., whose names as general partners of Walker Drug Company, a general partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said

instrument, they, as such partners 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 16th day of May, 1990.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James M. Groom, whose name as Assistant Vice President of AmSouth Bank N.A., 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 16th day of May, 1990.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

This instrument prepared by:

Kay K. Bains
Cabaniss, Johnston, Gardner
Dumas & O'Neal
1900 AmSouth-SONAT Tower
Birmingham, Alabama 35203

**EXHIBIT A
TO
FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

Part of Block 4, of Cahaba Valley Park North as recorded in Map Book 13, page 140 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at P.T. Station 21 + 32.44 on the Northerly right of way line of Cahaba Valley Parkway; thence run Northwesterly along said right of way line for 515.0 feet; thence 90 degrees 00 minutes right and run Northerly for 311.76 feet; thence 60 degrees 14 minutes right and run Northeasterly for 1,049.77 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence 104 degrees 07 minutes 30 seconds right to become tangent to a curve to the left, said curve having a radius of 1,419.64 feet; thence run Southeasterly along the arc of said curve and along said right of way line for 281.53 feet to the end of said curve, said point being further identified as P.C. Station 13 + 54.43 on the Westerly right of way line of said Cahaba Valley Parkway; thence at tangent to said curve run Southeasterly along said right of way line for 214.33 feet; thence 87 degrees 14 minutes 14 seconds right and run Southwesterly for 509.03 feet; thence 35 degrees 13 minutes 39 seconds left and run Southwesterly for 161.67 feet to a point on the Northeasterly right of way line of Cahaba Valley Parkway; thence 90 degrees 00 minutes right to become tangent to a curve to the left, said curve having a radius of 202.39 feet; thence run Northwesterly along the arc of said curve and along said right of way line for 88.33 feet to the point of beginning. Said parcel of land being a part of the West 1/2 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama.

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I CERTIFY THAT
THIS INSTRUMENT WAS FILED

90 MAY 21 AM 9:45

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	9307.50
2. Mtg. Tax	\$	10.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	
6. Certified Fee	\$	
Total	\$	9321.50