

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made as of the 22 day of Dec, 1980, by and among CHASE PARK ASSOCIATES, LTD., an Alabama limited partnership (the "Borrower") and CENTRAL BANK OF BIRMINGHAM, a state banking association (the "Lender").

R E C I T A L S

On August 9, 1979, Buckingham Square, Ltd., an Alabama limited partnership (the "Original Borrower") executed and delivered to Lender its promissory note in the sum of Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000), which Note was secured by a Mortgage and Security Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 394, page 841 (the "Mortgage"), which Mortgage was modified by Assumption and Modification Agreement dated March 6, 1980, and recorded in the aforesaid Probate Office in Misc. Book 35, page 488. The parties desire to make an additional modification to the Mortgage to add thereto additional real property hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

(1) Schedule A of the Mortgage, which contains the legal description of the Mortgaged Property, is hereby supplemented by adding thereto the following additional property:

That certain real property situated in the NW 1/4 of the SW 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being 60.00 feet in width, the centerline of which is described as follows:



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Shelby Cnty Judge of Probate, AL
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Commence at the NE corner of the NE 1/4 of the SE 1/4 of said section; thence West along the North line of said 1/4-1/4, 4,845.78 feet; thence 90°00'00" left, 520.88 feet to the point of beginning and a curve to the left, said curve having a central angle of 83°06'54" and a radius of 120.00 feet; thence 47°59'46" right to tangent of said curve and along the arc of said curve 174.08 feet; thence tangent to said curve, 67.74 feet to the Northwestern right-of-way of Riverchase Parkway East and the end of the centerline of said property.

(2) Borrower represents and warrants to Lender that it owns the land encumbered by the aforesaid easement and the same is free and clear of all liens and encumbrances whatsoever, except for such easement. Borrower will warrant and defend the same unto the Lender, its successors and assigns, against all lawful claims.

(3) Borrower does hereby appoint Lender as Borrower's true and lawful attorney-in-fact for the purpose of causing the within and foregoing modification to the Mortgage to be reflected thereon by attaching a counterpart of this Mortgage Modification Agreement to the Mortgage.

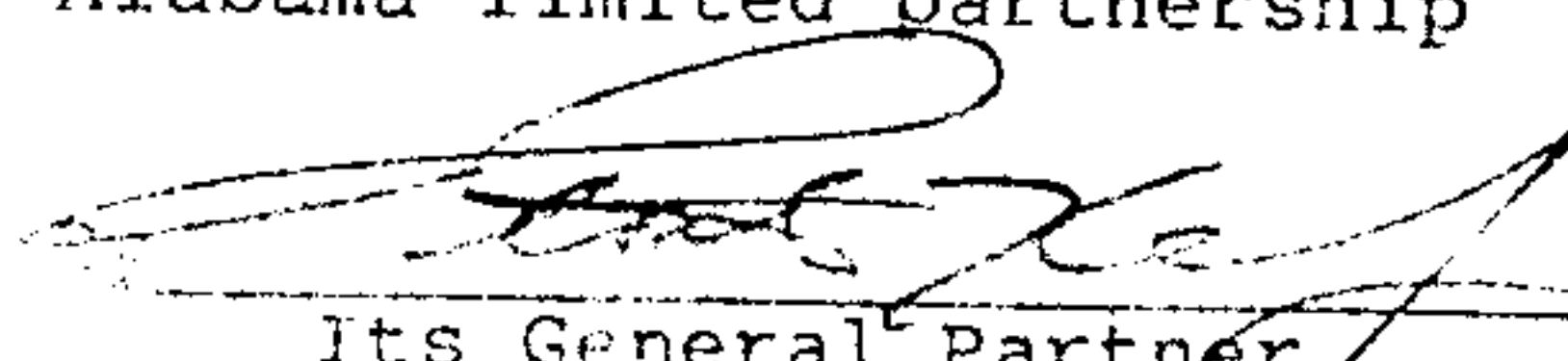
(4) Except as expressly modified hereby, all the terms and conditions of the Note, Mortgage, and other collateral documents are hereby ratified, confirmed and approved by the parties hereto.

(5) This agreement shall inure to and be binding upon the undersigned, their respective 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.

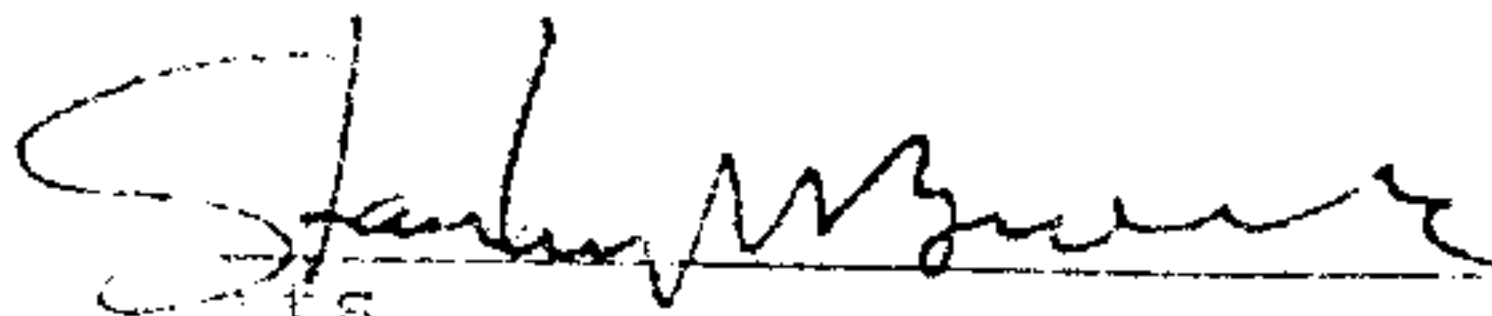
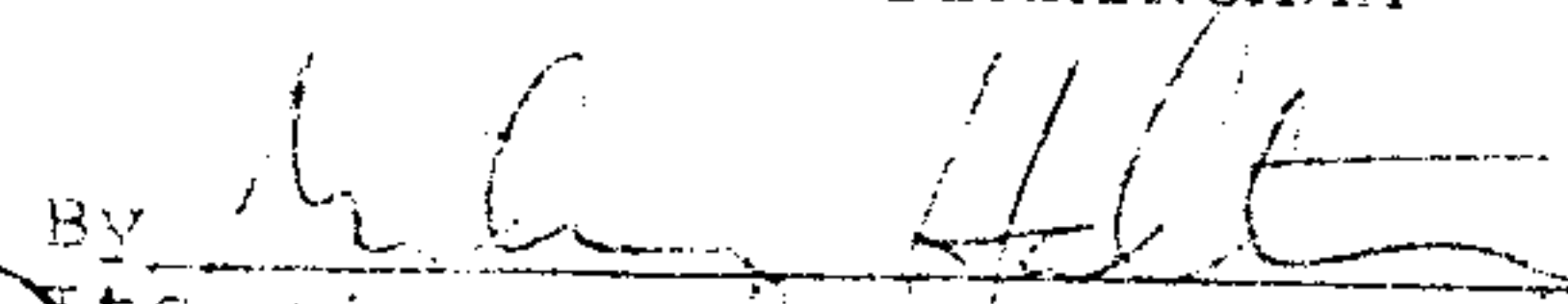
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CHASE PARK ASSOCIATES, LTD., an
Alabama limited partnership


Its General Partner

WITNESS:
ATTEST:

CENTRAL BANK OF BIRMINGHAM


BY 
Its Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that FRANK KOVACH JR., whose name as General Partner of Chase Park Associates, Ltd., an Alabama limited 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 general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this 22^d day of December, 1980.

Sandra L. Ridgeway
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that L. Michael Waller, whose name as Vice President of Central Bank of Birmingham, a state 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 22^d day of December, 1980.

Sandra L. Ridgeway
Notary Public

This instrument was prepared by J. Fred Powell, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT IS VALID

1980 DEC 29 AM 9:18

Thomas B. [Signature]
JUDGE OF PROBATE

[Signature]
[Signature]

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