

34  
MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made as of this  
29 day of December, 1980, by and between  
RIVERCHASE OFFICE PLAZA COMPANY, an Alabama general  
partnership (the "Borrower") and BIRMINGHAM TRUST NATIONAL  
BANK, a national banking association (the "Lender").

R E C I T A L S:

On July 25, 1980, Borrower executed and delivered to  
Lender that certain Mortgage and Security Agreement securing  
the sum of Two Hundred Eighty-nine Thousand and No/100  
Dollars (\$289,000.00) covering the property described  
therein, such mortgage being recorded in the office of the  
Judge of Probate of Shelby County, Alabama, in Book 404,  
page 328 (the "Mortgage"). The Mortgage provides that it  
secures the sum of Two Hundred Eighty-nine Thousand and  
No/100 Dollars (\$289,000.00) plus future advances to be made  
thereunder. Borrower has requested that Lender make an  
additional advance of Four Hundred Thousand and No/100  
Dollars (\$400,000.00) to be evidenced by a new promissory  
note in such sum and the parties have agreed to modify the  
Mortgage to provide for such additional advance.

AGREEMENT

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

1. The Mortgage is increased by the sum of Four  
Hundred Thousand and No/100 Dollars (\$400,000.00) so that  
from and after the date hereof the Mortgage will secure the  
sum of Six Hundred Eighty-nine Thousand and No/100 Dollars  
(\$689,000.00), or so much as may from time to time be  
disbursed thereunder, and all extensions or renewals thereof,  
and all other indebtedness of the Borrower to the Lender,

absolute or contingent, whether now owing or hereafter contracted. The Mortgage is hereby expressly modified and amended to provide for such increase.

2. Borrower covenants with Lender that the Borrower is lawfully seized in fee simple of the premises described in the Mortgage and that such premises are free and clear of all liens and encumbrances whatsoever other than the prior first mortgages on completed buildings described as Parcels A and B in the legal description attached as an exhibit to the Mortgage.

3. All other collateral documents which Borrower has heretofore executed to Lender are hereby expressly modified to reflect such additional advance and Borrower covenants and agrees to pay the aforesaid indebtedness of Six Hundred Eighty-nine Thousand and No/100 Dollars (\$689,000.00) to Lender as provided in the promissory notes Borrower has contemporaneously herewith or heretofore or hereafter executed and delivered to Lender.

4. Except as otherwise expressly modified hereby, the Mortgage is ratified by all the parties hereto and shall remain in full force and effect.

5. This Agreement shall inure to and be binding upon the undersigned, their successors and assigns.

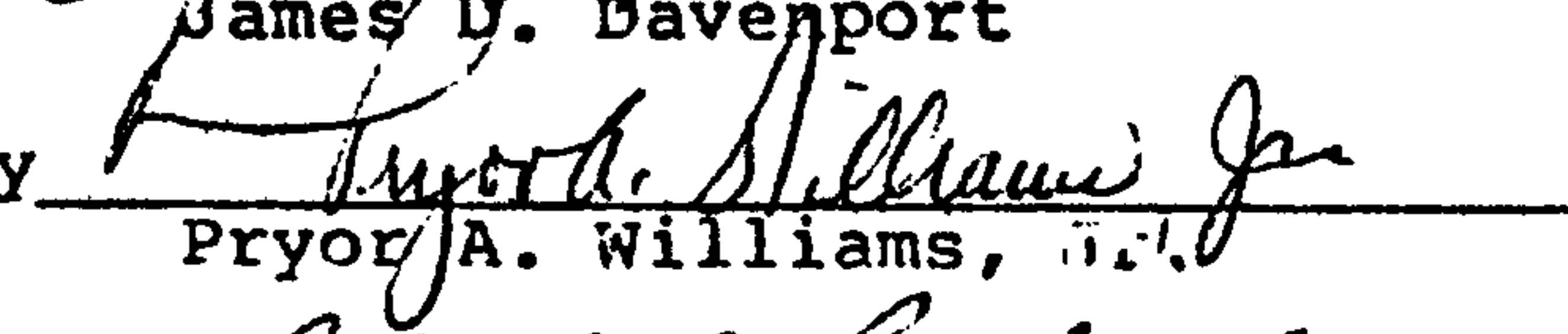
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed as of the day and year first above written.

RIVERCHASE OFFICE PLAZA COMPANY,  
an Alabama general partnership

By

  
James D. Davenport

By

  
Pryor A. Williams, Jr.

By

  
Robert L. Roebuck

By

  
William M. Bishop

BIRMINGHAM TRUST NATIONAL BANK

By

  
J. F. Cummings  
Its Atty. in Fact

BOOK 408 PAGE 962

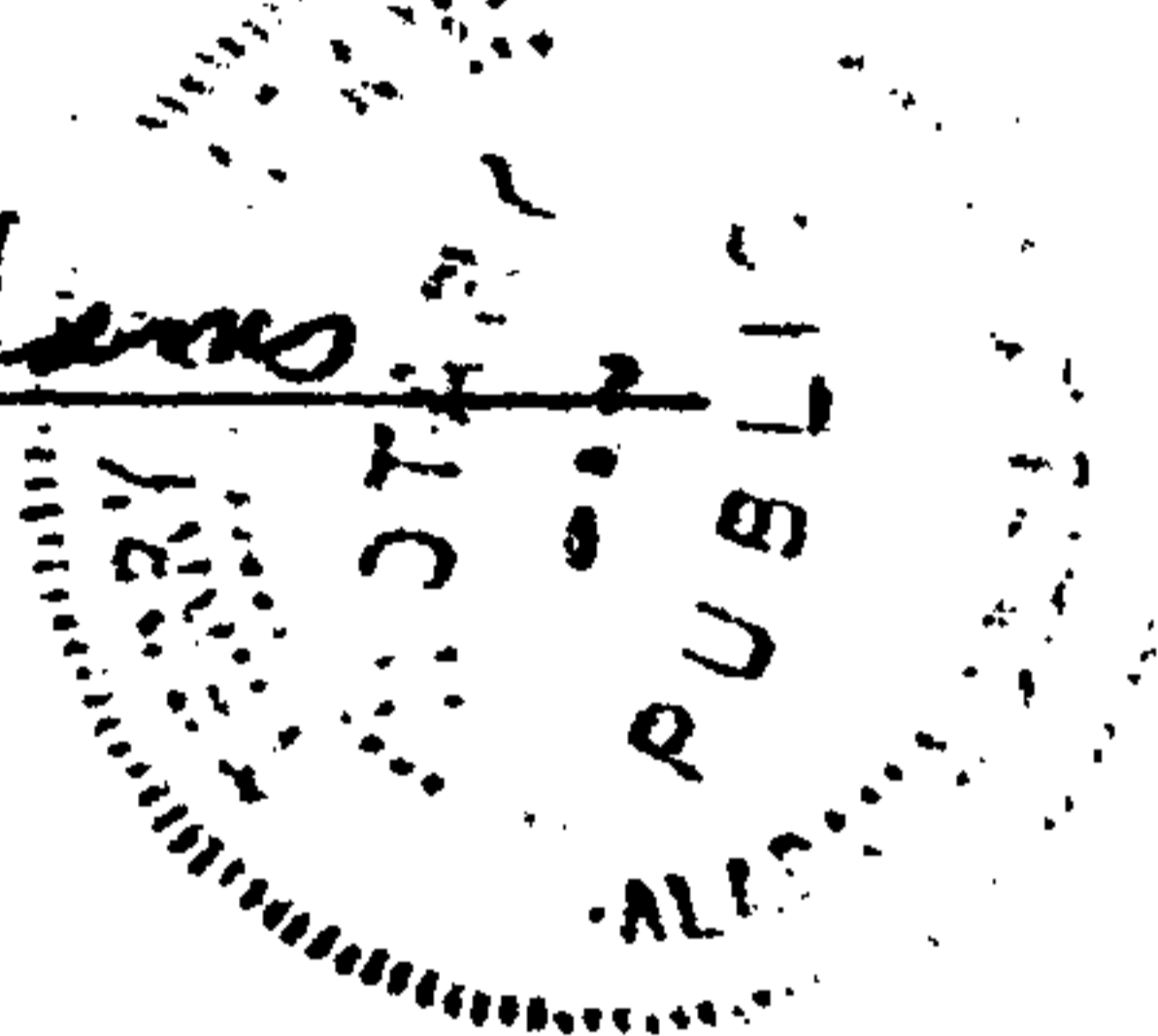
- 3 -

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James D. Davenport, Pryor A. Williams, Jr., Robert L. Roebuck, and William M. Bishop, whose names as General Partners of Riverchase Office Plaza Company, an Alabama 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 the instrument, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this 29<sup>th</sup> day of December, 1980.

Terry P. Adams  
Notary Public

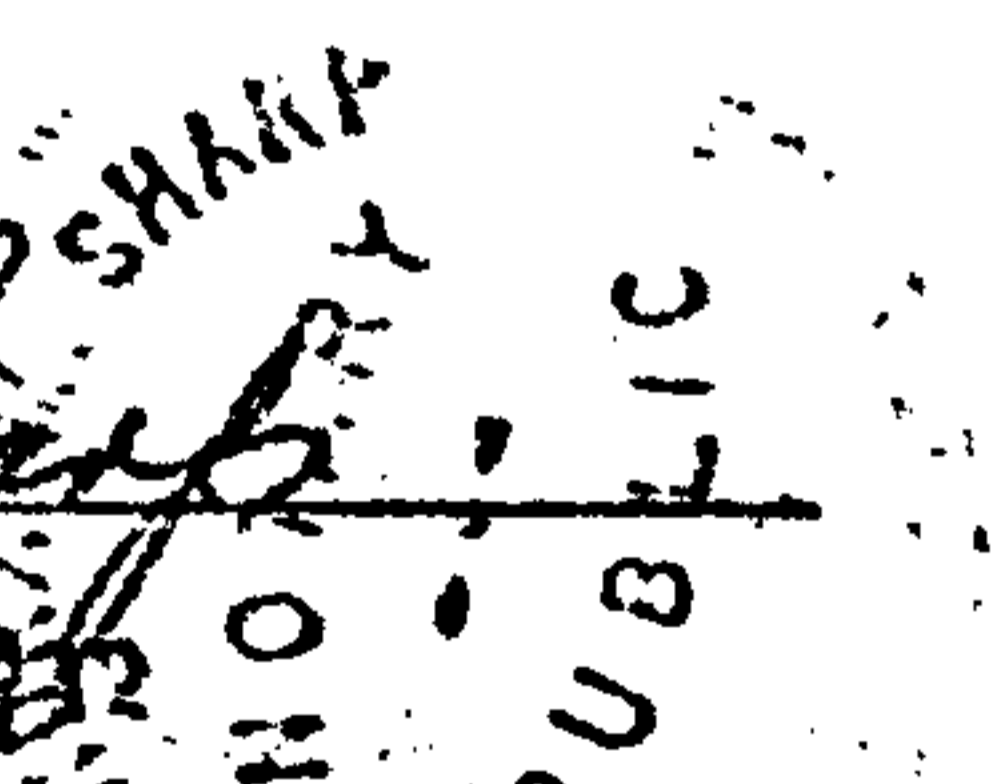


STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James F. Currie Jr., whose name as Asst Vice - Pres 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 2 day of January, 1981.

Sandra M. Sharf  
Notary Public  
My Commission Expires Feb. 9, 1982



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

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

1981 JAN -5 AM 10:57

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Ym. 600.00  
Rec. 450  
Ind. 1.00  
605.50

BOOK 408 PAGE 963