

SECOND AMENDMENT TO: MORTGAGE AND
ASSIGNMENT OF LESSOR'S INTEREST

STATE OF ALABAMA)

SHELBY COUNTY)

This AGREEMENT entered into on this the 13
day of February, 1981, by and between WREN DEVELOPMENT,
a general partnership created and existing under the laws
of Alabama, whose membership consists of Harold W. Ripps,
Fanny Ripps Meisler, Herbert A. Meisler, J. Wallace Nall,
Alfred J. Wolnski, and The Mutual Life Insurance Company
of New York, (herein called "Mortgagor"); and THE MUTUAL
LIFE INSURANCE COMPANY OF NEW YORK (herein called "Mortgagee");

W I T N E S S E T H:

Mortgagee, by commitment letter dated June 21,
1979, committed to make a loan to Mortgagor in the amount
of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00)
("Commitment") upon the terms and conditions therein set
forth. The loan was to be evidenced by a promissory note
and secured by a mortgage on real estate in Shelby County,
Alabama ("Mortgage"), on which two combination office and
warehouse buildings were to be constructed and an assignment
of the lessor's interest in any leases made with respect
thereto ("Assignment of Lessor's Interest").

The first building was completed in September, 1979,
and the said first disbursement was made on September 26,
1979. The second building was completed in December of 1980,
and Mortgagee made the final disbursement on December 18,
1980.

BRADLEY, ARANT, ROSE & WHITE
15TH FLOOR BROWN-MARX BLDG.
BIRMINGHAM, ALABAMA 35203

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At the time the original disbursement was made, Mortgagor executed a note ("Note") to evidence the indebtedness and the Mortgage and the Assignment of Lessor's Interest. At the time of the second disbursement, Mortgagor and Mortgagee amended the Mortgage and the Assignment of Lessor's Interest, and Mortgagor granted to Mortgagee an additional access easement across adjoining property to serve the mortgaged property. The parties now wish to further amend the Mortgage and Assignment of Lessor's Interest to have them secure not only the said \$2,250,000.00 heretofore made but also an additional loan of \$225,000.00 ("Additional Loan") which Mortgagee has agreed to make to Mortgagor contemporaneously herewith, to pay for certain additional improvements to the mortgaged property.

NOW, THEREFORE, in consideration of the premises, and as an inducement by Mortgagor to Mortgagee to disburse the said additional sum of Two Hundred Twenty-five Thousand Dollars (\$225,000.00), the parties hereto agree as follows:

1. Mortgagor acknowledges receipt of said sum of \$225,000.00 and agrees that said sum is and shall be secured by the Mortgage recorded in Book 396 at page 616 of the Shelby County Probate Records, the Assignment of Lessor's Interest recorded in Book 32 at page 886 of said Probate Records, as both instruments were amended by agreement recorded in Book 39 at page 109 of said Probate Records, and by all other instruments of security executed contemporaneously therewith, to the same extent and with the same effect as if the additional loan had been a part of, and had been made at the same time as, the original loan secured thereby and all references in the Mortgage and Assignment of Lessor's Interest to the indebtedness secured shall be deemed to mean indebtedness in the amount of \$2,475,000.00.

2. The parties hereto agree that the indebtedness evidenced by the Note and the Additional Loan can only be prepaid if both loans are prepaid simultaneously and that a default in the performance of the provisions of either the Note or the instrument evidencing the Additional Loan shall be deemed to be a default in the other and shall entitle the holder to all remedies available thereunder, notwithstanding any provisions therein to the contrary.

3. Except as hereby amended and modified, the Mortgage and Assignment of Lessor's Interest shall remain in effect as originally written and modified; and said instruments, as herein further modified, are hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed for and in its name and on its behalf by all of its partners, and Mortgagee has caused these presents to be executed for and in its name and on its behalf by its duly authorized officers, on this the 13 day of February, 1981.

WREN DEVELOPMENT

By

Harold W. Ripps
Harold W. Ripps

By

Herbert A. Meisler
Herbert A. Meisler

By

Fanny R. Meisler
Fanny R. Meisler

By

J. Wallace Nall, Jr.
J. Wallace Nall, Jr.

By

Alfred J. Wolnski
Alfred J. Wolnski

and

By THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

By

William H. L. L. L.
Its Vice President

Mortgagor

ATTEST:

Its

Patricia D. D. D.
Assistant Secretary

ATTEST:

Patricia Woodhew
Its Assistant Secretary

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

By Allen H. Williams
Its Vice President

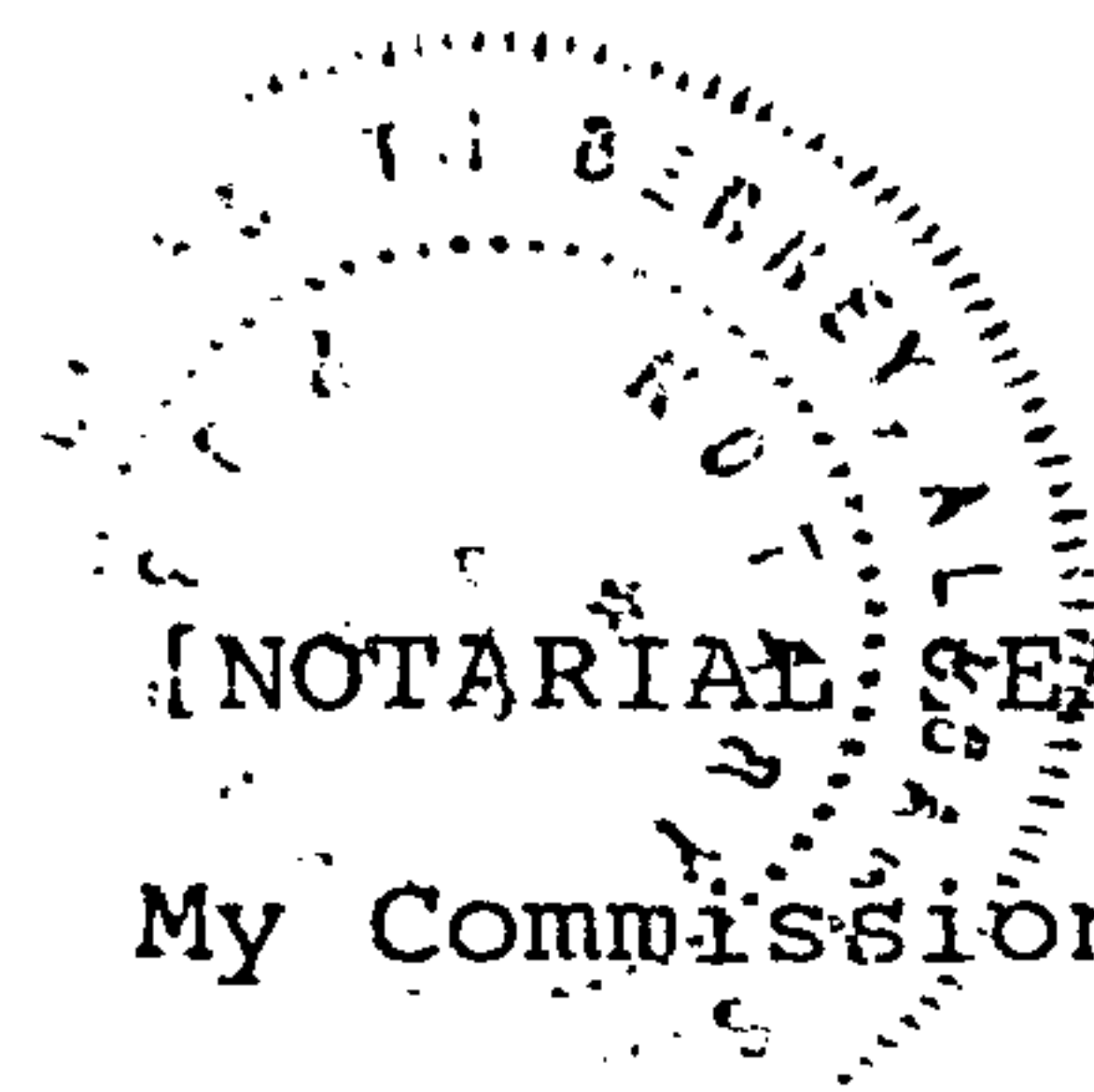
Mortgagee

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Harold W. Ripps, whose name as a general partner of Wren Development, 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 partner and with full authority, executed the same voluntarily for and on behalf of said partnership.

Given under my hand and official seal this 11th
day of February, 1981.



Elizabeth R. Roney
Notary Public

[NOTARIAL SEAL]

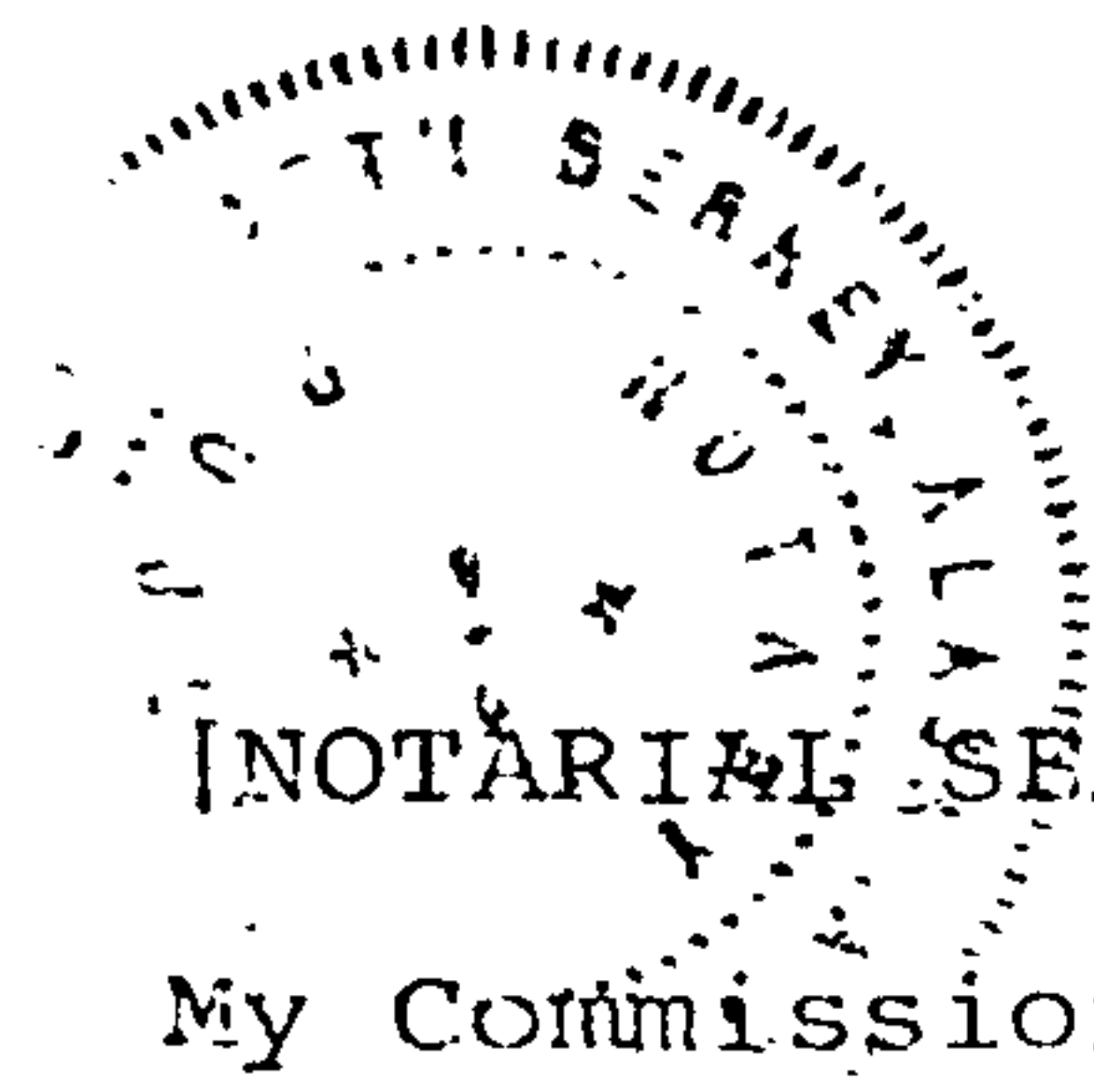
My Commission expires: 12-28-1985

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Herbert A. Meisler, whose name as a general partner of Wren Development, 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 partner and with full authority, executed the same voluntarily for and on behalf of said partnership.

Given under my hand and official seal this 11th
day of February, 1981.



Elizabeth R. Roney
Notary Public

[NOTARIAL SEAL]

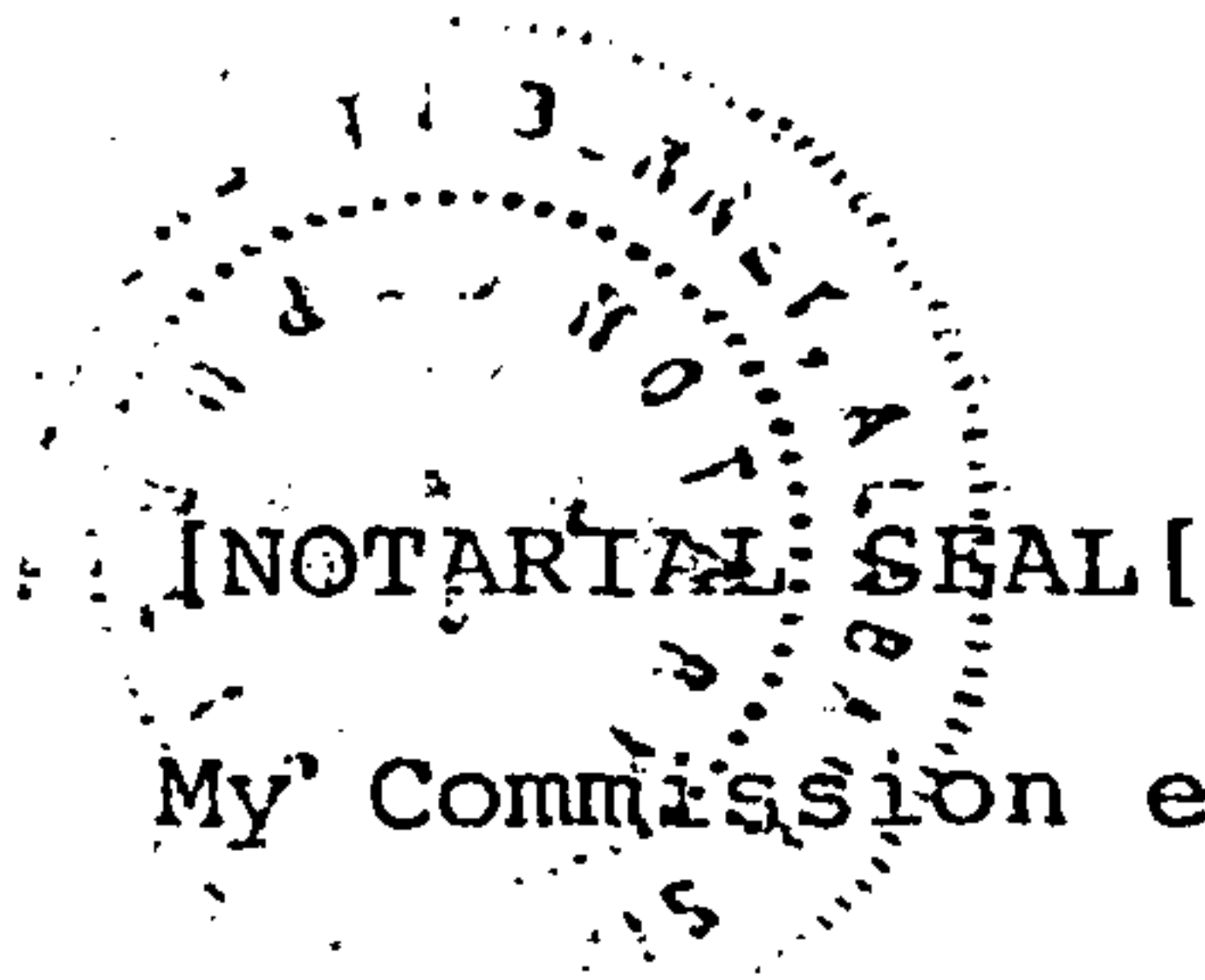
My Commission expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Fanny Ripps Meisler, whose name as a general partner of Wren Development, 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 partner and with full authority, executed the same voluntarily for and on behalf of said partnership.

Given under my hand and official seal this 11th day of February, 1981.



Elizabeth B. Bump
Notary Public

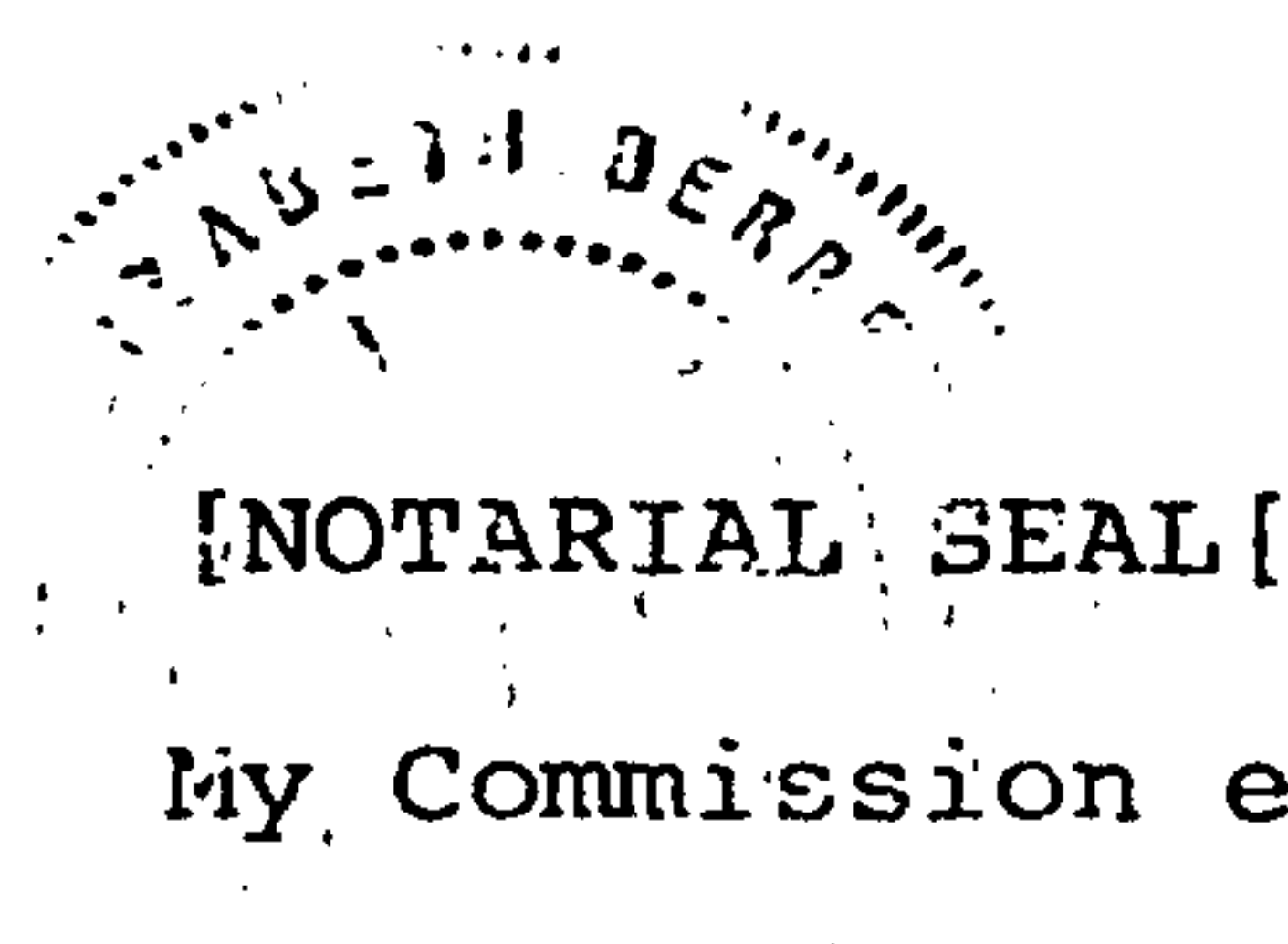
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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that J. Wallace Nall, Jr., whose name as a general partner of Wren Development, 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 partner and with full authority, executed the same voluntarily for and on behalf of said partnership.

Given under my hand and official seal this 11th day of February, 1981.



Elizabeth B. Bump
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Alfred J. Wolnski, whose name as a general partner of Wren Development, 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 partner and with full authority, executed the same voluntarily for and on behalf of said partnership.

Given under my hand and official seal this 11th day of February, 1981.



My Commission expires: Jan 28, 1985

Elizabeth R. Roney
Notary Public

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, the undersigned authority in and for said county in said state, hereby certify that Allan H. Lidden, whose name as Vice President of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a general partner of Wren Development, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as a general partner of Wren Development.

Given under my hand and official seal this 6th day of February, 1981.



My Commission expires: 3-30-81

Lynne Deri
Notary Public

LYNNE DERI
NOTARY PUBLIC, STATE OF NEW YORK
No. 01-10000
Qualified in Queens County
Term Expires March 30, 1981

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STATE OF NEW YORK)

COUNTY OF NEW YORK)

19810216000016330 Pg 7/7 .00
Shelby Cnty Judge of Probate, AL
02/16/1981 00:00:00 FILED/CERTIFIED

I, the undersigned authority in and for said county in said state, hereby certify that Walter H. Biddison, whose name as Vice President of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, 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 6th day of February, 1981.

Lynne Derr
Notary Public

[NOTARIAL SEAL]

My Commission expires: 3-30-81

LYNNE DERR
NOTARY PUBLIC, STATE OF ALABAMA
No. 412812
Qualified in Shelby County
Term Expires March 30, 1981

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

1981 FEB 16 AM 8:43

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Ala TAX	337.50
Rec	10.50
Insul	1.00
	<u>349.00</u>