

FIRST AMENDMENT TO MORTGAGE

By mutual agreement of the parties thereto, that certain mortgage dated June 12, 1979, recorded in Real Property Volume 1787, page 423 in the Office of the Judge of Probate of Jefferson County, Alabama, and in Book 393, page 963, in the Office of the Judge of Probate of Shelby County, Alabama, is hereby amended to delete therefrom the three "WHEREAS" clauses and the granting clause on the first page of said mortgage and to insert in lieu thereof the following:

WHEREAS, Cook Publications, Inc., an Alabama corporation formerly named "The Sun Papers, Inc." (the "Borrower") has entered in a certain Revolving Credit and Term Loan Agreement with the mortgagee dated as of June 12, 1979, as amended by First Amendment thereto of even date herewith (the "Loan Agreement"), pursuant to which the Borrower has as of said date or may in the future become justly indebted to the Mortgagee in the aggregate principal amount of \$420,000, said indebtedness consisting of a \$420,000 Revolving Line of Credit to be evidenced by the "Revised Revolving Credit Master Note" described in the Loan Agreement; and

The First National Bank of Birmingham

WHEREAS, Arthur P. Cook and A. Philip Cook, Jr. (together the "Guarantors"), in order to induce the mortgagee to extend credit to the Borrower pursuant to the Loan Agreement, have entered into Revised Guaranty Agreements (the "Revised Guaranty Agreements") with the mortgagee dated Dec 31st, 1982, wherein the Guarantors have unconditionally guaranteed the payment to the Bank of all indebtedness of every kind and character now or at any time hereafter owing by the Borrower to the mortgagee, and any and all extensions or renewals thereof, or any part hereof, including, but not limited to, all indebtedness of the Borrower to the mortgagee pursuant to the Loan Agreement; and

WHEREAS, the mortgagors, in order to induce the mortgagee to extend the above-described credit to the Borrower, have jointly and severally agreed to execute and deliver this mortgage to secure the true and faithful payment and performance by the Guarantors of their respective obligations under the Revised Guaranty Agreements (specific reference to the Revised Guaranty Agreements being hereby made for all the terms and provisions contained therein); provided, however, that in no case shall the portion of the obligations under the Revised Guaranty Agreements secured hereby exceed the aggregate principal amount at any time outstanding of \$600,000; provided further, however, that the said portion of the obligations under the Revised Guaranty Agreements secured hereby shall not be reduced by any payments made by the Borrower on any indebtedness of the Borrower to the mortgagee, and despite any such payments, this mortgage shall continue in full force and effect and shall secure any and all indebtedness unpaid by the Borrower to the Bank covered by the Revised Guaranty Agreements (or either of them) at the time this mortgage is foreclosed, up to the maximum principal amount of \$600,000, but not in excess of the aggregate indebtedness owed by the Borrower to the Mortgagee at the time this mortgage is foreclosed.

CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL

BOOK 428 PAGE 192

NOW, THEREFORE, in consideration of the premises and to secure (up to the maximum principal amount at any time outstanding of \$600,000, as aforesaid) the true and faithful payment and performance by the Guarantors, jointly and severally, of all of the obligations, liabilities, duties and agreements of the Guarantors under the Revised Guaranty Agreements (hereinafter collectively called the "indebtedness" or the "debt") and compliance with all the stipulations herein contained, the mortgagors do hereby grant, bargain, sell and convey unto the mortgagee, (a) the real estate described in Exhibit "A" which is attached hereto and incorporated herein by reference as fully as though set forth herein, said real estate lying and being situated in Jefferson County, Alabama, and (b) the real estate described in Exhibit "B" which is attached hereto and incorporated herein by reference as fully as though set forth herein, said real estate lying and being situated in Shelby County, Alabama.

Except as hereby expressly amended, said mortgage shall remain in full force and effect in accordance with its terms.

IN TESTIMONY WHEREOF, the undersigned have hereto set their hands and seals, on this the 31 day of December, 1982.

Arthur P. Cook (SEAL)
Arthur P. Cook

Margaret B. Cook (SEAL)
Margaret B. Cook

A. Philip Cook, Jr. (SEAL)
A. Philip Cook, Jr.

Deane P. Cook (SEAL)
Deane P. Cook

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that A. Philip Cook, Jr., and wife, Deane P. Cook, whose names 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31 day of December, 1982.

Charles E. Brown
Notary Public

[SEAL]

My commission expires: 3/24/83

BOOK 428 PAGE 193

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Arthur P. Cook and wife, Margaret B. Cook, whose names 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31st day of December, 1982.

Charles E. Mason
Notary Public

[SEAL]

My commission expires: 3/24/83

The undersigned hereby consents to the foregoing amendments, on Dec. 31, 1982.

THE FIRST NATIONAL BANK OF
BIRMINGHAM

By Charles May Jr.
Its Vice President

This instrument was prepared by:
Kathleen A. Collier
Cabaniss, Johnston, Gardner,
Dumas & O'Neal
1900 First National-Southern
Natural Building
Birmingham, Alabama 35203
(205) 252-8800

BOOK 428 PAGE 194

STATE OF ALA. DEEDS & CO.
I CERTIFY THIS INSTRUMENT WAS FILED

REAL 2303 PAGE 786

MAR 8 2 20 PM '83

RECORDED & INDEXED
AT THE OFFICE OF THE
CLERK OF THE COURT

STATE OF ALA. DEEDS & CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1983 MAR 11 AM 8:38

Thomas A. Henderson Jr.
JUDGE OF PROBATE

650

BOOK 428 PAGE 195

ADT MAR 8 1983

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

1983 MAR 11 AM 8:38

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 6.00
Ind 1.00

7.00

State of Alabama
Jefferson County

I, the Undersigned, as Judge of the Court of Probate,
in and for said County, in said State, hereby certify that
the foregoing is a full, true and correct copy of the
instrument with the filing of same as appears of
record in this office in Vol. 112303 Record of

Real on page 786

Given under my hand and official seal, this the

8 day of March, 1983

Obt. Snowden
Judge of Probate