

AMENDMENT TO MORTGAGE AND
ASSIGNMENT OF LESSOR'S INTEREST

AGREEMENT 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, Nall Partnership, Ltd., 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"),

WITNESSETH:

Mortgagor heretofore borrowed from Mortgagee the sum of \$645,000.00, as evidenced by Promissory Note dated March 18, 1982. Said indebtedness was secured by the execution of a mortgage ("Mortgage"), which is recorded in Real Property Book 419 at page 329 of the Shelby County Probate Records, and by an Assignment of Lessor's Interest ("Assignment"), which is recorded in Real Property Book 44 at page 459 of said probate records.

Mortgagor has obtained a commitment from Mortgagee to lend it an additional \$648,750.00 ("new loan") upon certain terms and conditions which include a requirement that the Mortgage and Assignment be amended to provide that in addition to all other causes of default set out in the respective instruments, a default by Mortgagor in its performance of any of its obligations contained in the note evidencing the new loan ("new note") and in the instruments executed to secure the same shall also cause a default thereunder.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and to comply with the said commitment requirement pertaining to the new loan from Mortgagee to Mortgagor, the parties agree as follows:

BOOK 436 PAGE 343

1. The Mortgage and Assignment are hereby amended to provide as follows: A default by Mortgagor in the performance of any of its obligations in the new note, mortgage or the assignment of lessor's interest executed to secure the same shall be deemed to be and shall constitute a default by Mortgagor in the performance of its obligations contained in the Mortgage and Assignment, and such default shall entitle Mortgagee to exercise all of its rights and remedies contained therein, or otherwise.

2. Except as hereby amended, the Mortgage and Assignment shall remain as written and as amended hereby are in all respects ratified and confirmed.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be executed by and in their respective names by their duly authorized officials.

WREN DEVELOPMENT

By Harold W. Ripps
Harold W. Ripps
By Fanny Ripps Meisler
Fanny Ripps Meisler
By Herbert A. Meisler
Herbert A. Meisler
By NAIL PARTNERSHIP, LTD.
J. Wallace Nall, Jr.
By Alfred J. Wolnski
Alfred J. Wolnski

and

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK

By [Signature]
Its Vice President
Partners
Mortgagor

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK

By [Signature]
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 6 day of September, 1983.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission expires: MY COMMISSION EXPIRES OCTOBER 29, 1986

STATE OF ALABAMA)
____ 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, she, 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 6 day of September, 1982.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission expires: Dec 4, 1986

STATE OF _____)
COUNTY _____)

I, the undersigned Notary Public in and for said county in said state, hereby certify that Herbert A. Meisler, whose name as 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 6 day of September, 1983.

Leon B. Hubbard
Notary Public

[NOTARIAL SEAL]

My Commission Expires: Dec 4, 1986

STATE OF ALABAMA)
Jefferson COUNTY)

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

Given under my hand and official seal this 6 day of September, 1983.

James Phillips Anderson
Notary Public

[NOTARIAL SEAL] My Commission expires: MY COMMISSION EXPIRES OCTOBER 29, 1986

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Alfred J. Wonski, 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 6 day of September, 1982.

Janet Phillips Anderson
Notary Public

[NOTARIAL SEAL]

My Commission expires: COMMISSION EXPIRES OCTOBER 29, 1986

STATE OF New York)
New York COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Thomas P. Walsh, whose name as Vice Pres of The Mutual Life Insurance Company of New York, 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 26th day of August, 1983.

Lynne Deri
Notary Public

[NOTARIAL SEAL]

My Commission expires: 3-30-85

LYNNE DERI
NOTARY PUBLIC, State of New York
No. [REDACTED]
Qualified in Queens County
Term Expires March 30, 1985

STATE OF NEW YORK)
NEW YORK COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that Thomas P. Walsh, whose name as Vice President of The Mutual Life Insurance Company of New York, 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 on behalf of said corporation as mortgagee.

Given under my hand and official seal this 26th day of August, 1983.

STATE OF N.Y. SHELLEY CO.
I CERTIFY THIS
1983 SEP 13 AM 8:21

Lynne Deri
Notary Public

LYNNE DERI
NOTARY PUBLIC, State of New York
No. [REDACTED]
Qualified in Queens County
Term Expires March 30, 1985

My Commission expires March 30, 1985

Rec'd 7.50
Ind 1.00
8.50