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AMENDMENT TO PURCHASE MONEY MORTGAGE,
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

STATE OF ALABAMA
SHELBY COUNTY

)
)

This Amendment to Purchase Money Mortgage, Security Agreement and Assignment of Rents and Leases (the "Amendment to Mortgage"), made and entered into on this 23rd day of March, 1987, by and between CAHABA VALLEY PARTNERSHIP (herein called "Mortgagor"), an Alabama general partnership, whose address is P. O. Box 8927, Birmingham, Alabama 35213, and FIRST COMMERCIAL BANK (herein called "Mortgagee"), whose address is P. O. Box 11746, Birmingham, Alabama 35202-1746.

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Purchase Money Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") dated April 23, 1986 and recorded in the Probate Office of Shelby County, Alabama in Real Record 069 Page 280 as security for payment of a sum of up to Seven Hundred Twenty Thousand and No/100 Dollars (\$720,000.00) for which Mortgagor is justly indebted to Mortgagee; and

WHEREAS, Mortgagor desires for Mortgagee to lend it an additional sum in the principal amount hereinafter stated to be used to fund

✓ **GRANTED BY ALABAMA
DEPARTMENT OF REVENUE
1601 17TH AVENUE
BIRMINGHAM, ALABAMA 35203**

the expenses required to secure sewer service for the mortgaged property from the Water Works and Sewer Board of the City of Birmingham; and

WHEREAS, pursuant to the terms of the Construction Loan Agreement of even date herewith, Mortgagee has agreed to amend the Promissory Note secured by the Mortgage by the additional sum in the principal amount hereinafter stated; to be secured by an Amendment to the Mortgage on the property (the "Property") described on Exhibit "A" attached hereto, the improvements to be constructed thereon, an assignment of all of the Mortgagor's rights under that certain contract with Water Works and Sewer Board of the City of Birmingham dated October 21, 1986, and other security hereinafter designated on the terms, conditions, and agreements hereinafter set forth;

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NOW, THEREFORE, in consideration of the premises and of the undertakings and agreements of the parties hereto as hereinafter set forth, and other good and valuable consideration to each party hereto, receipt of which is hereby acknowledged, the undersigned Mortgagor and Mortgagee hereby mutually stipulate and agree as follows:

1. The maximum amount of the indebtedness secured by the Mortgage is hereby increased by Sixty-Two Thousand Five Hundred and No/100 Dollars (\$62,500.00) as evidenced by an Amendment to the Promissory Note of even date herewith. Said amendment to the Promissory Note increases the sum for which the Mortgagor is obligated to pay Mortgagee by Sixty Two Thousand and Five Hundred Dollars (\$62,500.00),

thereby making the total sum due to be paid to Mortgagee equal to Seven Hundred Eighty Two Thousand Five Hundred and No/100 Dollars (\$782,500.00), together with accrued interest on the unpaid portion of principal, which sum is due and payable on or before May 1, 1988.

2. Mortgagor hereby ratifies and affirms all of the provisions set forth in the Mortgage, except as amended hereby, including, without limitations, the provision specifying that all future advances and other indebtedness are also secured.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed for and in its name by its duly authorized general partner on this the 23rd day of March, 1987.

CAHABA VALLEY PARTNERSHIP,
an Alabama general partnership

By: GIBSON-ANDERSON-EVINS, INC.
a General Partner

By



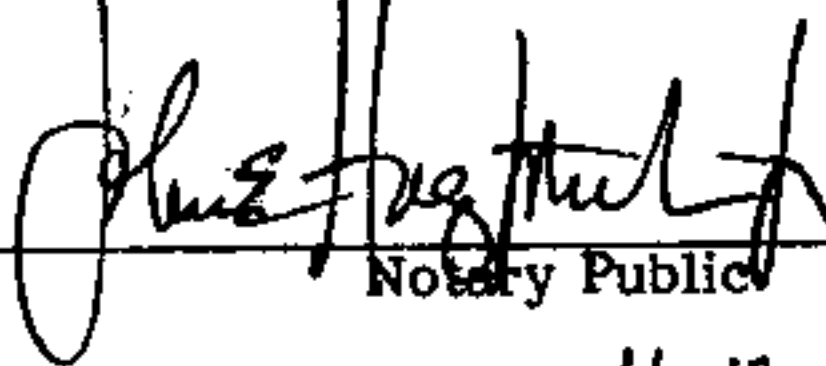
L. S. Evins, III
Its: President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county and state, hereby certify that L. S. Evins, III, whose name as President of Gibson-Anderson-Evins, Inc., a corporation as a general partner of Cahaba Valley Partnership, 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 this 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 General Partner as aforesaid on the day same bears date.

Given under my hand and seal this 23rd day of March, 1987.


Notary Public

My commission expires: 11-13-90



This instrument prepared by:

John E. Hagefstration, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203

EXHIBIT A
(Cahaba Valley Office Park)

Commence at the Southwest corner of the Southwest quarter of the Southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence East along the South line thereof a distance of 204.28 feet to the point of beginning on the Southeast right-of-way line of Alabama Highway 119; thence left $66^{\circ}42'37''$ and run Northeast along said right-of-way line a distance of 646.20 feet; thence right $90^{\circ}35'30''$ and run Southeast along an old road a distance of 567.79 feet; thence $22^{\circ}09'00''$ right and run Southeast 294.45 feet; thence left $3^{\circ}51'00''$ and run Southeast 112.36 feet; thence right $4^{\circ}49'25''$ and run Southeast 102.44 feet to a point on the South line of the Southwest quarter of Section 32; thence right $132^{\circ}58'42''$ and run West along the South line of Section 32 a distance of 1132.19 feet to the point of beginning, all of said property being situated in Shelby County, Alabama.

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

1987 APR -1 AM 10:19

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>93.75</u>
3. Recording Fee		<u>12.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>107.25</u>