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AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made as of the 6th day of June, 1988, by and between THE OAKS PARTNERSHIP, an Alabama general partnership ("Borrower"), and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Lender").

R E C I T A L S:

As security for a loan in the principal sum of One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00), interest thereon and expenses and charges agreed to be paid in connection therewith, Borrower executed and delivered its Mortgage and Security Agreement to Lender dated July 23, 1986, recorded in Book 83, Page 340 of the Probate Office of Shelby County, Alabama (the "Mortgage"). Borrower has requested an additional loan from Lender, and Lender requires that the Mortgage be amended to secure such additional loan. Borrower and Lender also mutually desire to amend the Mortgage to clarify certain provisions thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the additional loan by Lender to Borrower, the parties hereto agree as follows:

1. The Mortgage is amended to provide that it shall secure that certain Revolving Note dated July 23, 1986, from Borrower to Lender in the initial principal sum of One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00), as modified and increased to the principal

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sum of Two Million and No/100 Dollars (\$2,000,000.00), with interest thereon, and any extensions or renewals of the same, and the performance of the covenants, conditions and agreements set forth in the Mortgage and in the Construction Loan Agreement described therein, it being understood that the principal sum secured by the Mortgage may be advanced, repaid and readvanced up to the stated principal amount of the Note outstanding at any time.

2. The term "Note", as used in the Mortgage, is amended to refer to the Revolving Note of July 23, 1986, in the initial principal sum of One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00), as modified and increased to the principal sum of Two Million and No/100 Dollars (\$2,000,000.00), and any further renewals, extensions or modifications thereof hereafter made.

3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower confirms that it has no defenses or offsets with respect to its obligations pursuant to the Mortgage, as herein amended.

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed by their duly authorized part-

ners and officer, respectively, as of the day and year first above written.

THE OAKS PARTNERSHIP,
an Alabama general partnership

By Still Hunter & Associates, Inc.,
an Alabama corporation,
Its General Partner

By: [Signature]
Its: PRESIDENT

By Cahaba Hills Development, Inc.,
an Alabama corporation, Its
General Partner

By: [Signature]
Its: PRESIDENT

By Harbert Enterprises, an Alabama
general partnership, Its
General Partner

By BLH Enterprises, Inc., an
Alabama corporation, Its
General Partner

By: [Signature]
Its: VICE PRESIDENT

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION,
a national banking association

By: [Signature]
Its: Commercial Loan Officer

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STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that STILL HUNTER JR whose name as PRESIDENT of Still Hunter & Associates, Inc., an Alabama corporation, as general partner of The Oaks Partnershp, 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 said 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 of said general partnership as aforesaid.

Given under my hand and official seal this the 13th day of June, 1988.

Elizabeth D. Beck

Notary Public

My Commission Expires: 10-3-90

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wartwell Davis, Jr. whose name as President of Cahaba Hills Development, Inc., an Alabama corporation, as general partner of The Oaks 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 said 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 of said general partnership as aforesaid.

Given under my hand and official seal this the 20th day of June, 1988.

Jan P. Hudson

Notary Public

My Commission Expires: 7-8-89

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STATE OF Alabama)
COUNTY OF Helix)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bruce S. Harbert whose name as Vice President of BLH Enterprises, Inc., an Alabama corporation, as general partner of Harbert Enterprises, an Alabama general partnership, as general partner of The Oaks 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 said 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 of Harbert Enterprises, as general partner of The Oaks Partnership as aforesaid.

Given under my hand and official seal this the 13th day of June, 1988.

Franklin H. Hooten
Notary Public
My Commission Expires: 4-29-90

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Curtis J. Perry whose name as Com'l Loan Off. of SouthTrust Bank of Alabama, National Association, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this the 27th day of June, 1988.

Debbie A. Price
Notary Public
My Commission Expires: Jun. 25, 1989

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

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J. Thomas St. John
JUDGE OF PROBATE

This instrument was prepared by:
Dwight L. Mixson, Jr.
Burr & Forman
3000 SouthTrust Tower
Birmingham, AL 35203

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| 1. Deed Tax | \$ | --- |
| 2. Mtg. Tax | | <u>375.00</u> |
| 3. Recording Fee | | <u>12.50</u> |
| 4. Indexing Fee | | <u>1.00</u> |
| TOTAL | | <u>388.50</u> |