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MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES
MODIFICATION AGREEMENT

This Modification Agreement is made as of April 21, 1989 by and between WILLIAM R. TURNER and DR. RUSSELL TURNER, an Alabama general partnership (the "Borrower" or "Mortgagor"), and FIRST COMMERCIAL BANK, with its principal office in Birmingham, Alabama (the "Bank" or "Mortgagee").

R E C I T A L S:

A. On December 7, 1988, the Borrower executed and delivered to the Bank its Promissory Note (the "Note") in the principal sum of \$105,000.

B. Pursuant to the Construction and Term Loan Agreement dated December 7, 1988, (the "Loan Agreement"), the Note is secured by the Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") which is recorded in the Office of the Judge of Probate of Shelby County, Alabama at Vol. 217, Page 126.

C. Borrower has requested and the Bank has agreed to amend the Note, Loan Agreement and Mortgage by increasing the amount of the Loan to \$147,000.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Mortgage is hereby modified and amended to delete the first two paragraphs of the "R E C I T A L S" section in their entirety and to substitute the following paragraphs that contain an amended definition of the terms "Loan Agreement" and "Note":

R E C I T A L S:

The Mortgagor has applied to the Mortgagee for, and the Mortgagee has agreed to make available to the Mortgagor pursuant to that certain Construction and Term Loan Agreement dated December 7, 1988 by and between the Mortgagor and the Mortgagee, as amended by that certain Construction and Term Loan Agreement Modification Agreement dated April 21, 1989 (the "Loan Agreement"), a loan of \$147,000 the proceeds of

BOOK 235 PAGE 569

Land Title

BOOK 235 PAGE 570

which are to be applied by the Mortgagor for the acquisition of real property, fixtures, equipment, machinery and other property to be used in a dental office facility in Pelham, Alabama.

The Loan from the Mortgagee to the Mortgagor shall be evidenced by a Promissory Note dated December 7, 1988, as amended by the Promissory Note Modification Agreement dated April 21, 1989 and any and all renewals, extensions, modifications, substitutions or increases of said Promissory Note or Promissory Note Modification Agreement or any part thereof (the "Note"). The Note shall be further secured by this Mortgage (said documents, together with any and all of the documents and agreements heretofore or hereafter executed and delivered by the Mortgagor or the Guarantor to the Mortgagee as security for all or any part of the Indebtedness (as hereinafter defined) shall be referred to herein collectively as the "Security Documents").

2. Except as specifically amended hereby, the original Mortgage shall remain in full force and effect and Mortgagee expressly reserves all of its rights and remedies thereunder for any and all breaches of any of the terms thereof.

IN WITNESS WHEREOF, the Mortgagor, by its general partners (who represent, by execution hereof, that they are all of the general partners), has executed this instrument on and as of the day and year first above written.

BORROWER:

WILLIAM R. TURNER AND
DR. RUSSELL TURNER
an Alabama general partnership

BY: William R. Turner
WILLIAM R. TURNER

BY: Russell Turner
RUSSELL TURNER, D.M.D.

1. Survey Fee \$ _____
 2. Mig. Tax 63.00
 3. Recording Fee 7.50
 4. Indexing Fee 2.00
 TOTAL 72.50

FIRST COMMERCIAL BANK

BY: Nelson S. Bean
 ITS: VICE PRES.

STATE OF ALABAMA)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William R. Turner and Dr. Russell Turner, whose name as general partners of William R. Turner and Dr. Russell Turner, an Alabama general partnership are signed to the foregoing Mortgage, Security Agreement, Assignment of Rents and Leases Modification Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents thereof, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 21st day of April, 1989.

Leanne A. Woodard
 NOTARY PUBLIC

My Commission Expires MY COMMISSION EXPIRES JULY 7, 1991

STATE OF ALABAMA)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nelson S. Bean whose name as VICE PRESIDENT of First Commercial Bank, a corporation, is signed to the foregoing Mortgage, Security Agreement, Assignment of Rents and Leases Modification Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, 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 the 21st day of April, 1989.

Leanne A. Woodard
 NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES JULY 7, 1991

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Thomas A. Swindley, Jr.
 JUDGE OF PROBATE

BOOK 235 PAGE 571