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07/16/90 Draft

Reference is hereby made to
Second Priority Mortgage and
Security Agreement recorded in
Deed Book 54, Page 316 in the
Probate Office of Shelby
County, Alabama

**FIRST MODIFICATION AGREEMENT -
HUNTERS POINTE SECOND PRIORITY MORTGAGE**

THIS FIRST MODIFICATION AGREEMENT, made as of the 31
day of July, 1990, between FPI BIRMINGHAM, LTD., an Alabama
limited partnership whose sole general partners are Avron B.
Fogelman and Fogelman Properties, Inc., a Tennessee corporation
(hereinafter called "Mortgagor"), and CITICORP REAL ESTATE,
INC., a Delaware corporation whose address is 211 Perimeter
Center Parkway, Suite 700, Atlanta, DeKalb County, Georgia
30346 (hereinafter called "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and
delivered that certain Second Priority Mortgage and Security
Agreement (hereinafter the "Mortgage") dated as of December 1,
1985, in favor of Mortgagee, which Mortgage was given to secure
certain obligations of Mortgagor to Mortgagee under the terms of
the "Reimbursement Agreement," as defined in the Mortgage, and
other sums payable as described in the Mortgage; and

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Land Title

WHEREAS, contemporaneously with the execution herewith, the terms and provisions of the Reimbursement Agreement (as defined in the Mortgage) are being modified and amended; and

WHEREAS, Mortgagor and Mortgagee wish to reflect that the terms of the Reimbursement Agreement as modified and amended shall continue to be secured by the Mortgage, and wish to reflect other agreements between Mortgagor and Mortgagee, as set forth hereinbelow;

NOW, THEREFORE, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) in hand paid and other considerations hereinafter set forth and set forth in the Reimbursement Agreement, as modified, receipt whereof is hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

1.

The Mortgage is hereby modified and amended, as of the date hereof, to provide the term "Reimbursement Agreement" as set forth on page 5 thereof shall hereinafter be deemed to refer that certain Letter of Credit, Indemnity and Reimbursement Agreement between Mortgagor and Mortgagee dated as of December 1, 1985, as the same has been amended by that certain First Modification Agreement dated as of December 1, 1988; as further amended by that certain Second Modification Agreement dated as of February 1, 1989; and as further modified and

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amended or to be modified and amended by that certain Third Modification Agreement - Hunters Pointe Reimbursement Agreement dated July 31, 1990 by and among Mortgagor, Mortgagee and Avron B. Fogelman, a resident of Memphis, Tennessee, as "Guarantor" thereunder, and as the same may be hereafter modified and amended. All references in the Mortgage to the term "Reimbursement Agreement" shall be deemed to refer to the Reimbursement Agreement as so modified and amended.

2.

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The Mortgage is hereby modified and amended, as of the date hereof, (a) to provide that the first sentence of the third paragraph appearing on page 6 of the Mortgage reading "Except for the amounts due under the Interest Rate Exchange Agreement, the debt secured hereby is the same debt as is secured by the prior Mortgage (as hereinbelow defined)." is hereby deleted in its entirety, and there is substituted in lieu thereof the following:

"Except for the amounts due under the Interest Rate Exchange Agreement, and other sums that are payable under the Reimbursement Agreement, the debt secured hereby is the same debt as is secured by the Prior Mortgage (as hereinbelow defined).";

and (b) to provide that the Secured Indebtedness is finally due and payable on December 31, 1998.

3.

Section 1.02 of the Mortgage is hereby modified and amended, as of the date hereof, to provide that, (a) to secure further the payment of taxes and assessments, and insurance premiums hereinafter referred to, Mortgagor shall deposit with Mortgagee on the first day of each and every month a sum which, in the reasonable estimation of Mortgagee, shall be equal to 1/12th of the annual tax and assessments and premiums for insurance required to be carried under the Mortgage; (b) said deposits to be held by Mortgagee without interest, and free of any liens or claims on the part of creditors of Mortgagor and part of the security of Mortgagee; (c) payment from said sums to pay current taxes and assessments and premiums for insurance coverage required to be carried under the Mortgage shall be made by Mortgagee as the same become due provided there are no uncured defaults hereunder, and may be made even though such payments may benefit subsequent owners of the Secured Premises; (d) said deposits shall not be deemed to be trust funds and may be commingled with the general funds of Mortgagee; (e) in the event said deposits are insufficient to pay the taxes and assessments and insurance premiums as the same become payable, Mortgagor shall deposit with Mortgagee such additional sum or sums as may be required in order for Mortgagee to pay such taxes and assessments in full; and (f) upon any default under the Mortgage, as the same may be modified and amended, or under the Bonds (as defined in the Mortgage), or under the Reimbursement

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Agreement, Mortgagee may, at its option, apply any money in the fund resulting from said deposits to the payment of the Secured Indebtedness in such manner as it may elect.

4.

Section 2.01 on pages 22 and 23 of the Mortgage is hereby modified and amended to provide that a default shall also have occurred under the Mortgage if:

- (a) Mortgagor, Avron B. Fogelman ("Guarantor") or any Affiliate thereof which is a general partner of Borrower or a successor thereof (herein collectively called a "Loan Party") shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or
- (b) Any proceeding shall be instituted by or against any Loan Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the

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appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur and remain unstayed or undismissed for thirty (30) days; or any Loan Party shall take any corporate action to authorize any of the actions set forth above in this subsection (b); or

- (c) Any final judgment or order for the payment of money in excess of \$250,000.00 shall be rendered against any Loan Party and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order excluding prejudgment attachment or (ii) there shall be any period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by

reason of a pending appeal or otherwise, shall not be in effect; or

- (d) Any provision of the Guaranty of Payment (as defined in the Reimbursement Agreement) or the Collateral Security Agreement (as defined in the Reimbursement Agreement) shall for any reason cease to be valid and binding on the Guarantor, or the Guarantor shall so state in writing; or
- (e) The Collateral Security Agreement shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority security interest in any of the collateral purported to be covered thereby except as set forth therein; or
- (f) There shall occur an event of default which is not cured within any applicable notice and cure period under that certain Account Agreement dated July 20, 1989 between Mortgagor and Mortgagee, or under the Collateral Security Agreement or the Guaranty of Payment, or any of them; or
- (g) Any lawsuit is instituted against Mortgagee or Citibank, N.A., or any affiliates, subsidiaries,

officers, agents, employees or attorneys thereof or therefor, with respect to the transactions contemplated herein and remains undismissed or unstayed for a period of thirty (30) days or anyone seeks to enjoin Mortgagee in the exercise of its rights and remedies hereunder.

5.

Section 3.05 on pages 36 and 37 of the Mortgage is hereby modified and amended, as of the date hereof, to provide that any and all notices shall also be deemed to be effective upon receipt, regardless of how delivered, and to provide that the following addresses shall supersede and control the addresses set forth on page 37 of the Mortgage:

Mortgagor:	FPI Birmingham, Ltd. c/o Fogelman Properties, Inc. 5400 Poplar Avenue Memphis, Tennessee 38119 Attention: Avron B. Fogelman
With a copy to:	L. Don Campbell, Jr., Esq. Fogelman Properties, Inc. 5400 Poplar Avenue Memphis, Tennessee 38119
Mortgagee:	Citicorp Real Estate, Inc. 211 Perimeter Center Parkway Suite 700 Atlanta, Georgia 30346 Attention: Henry G. Almquist, Jr.
With a copy to:	David N. Minkin, Esq. Minkin & Snyder One Buckhead Plaza, Suite 1100 3060 Peachtree Road Atlanta, Georgia 30305

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6.

Article IV, on page 38 of the Mortgage is hereby modified and amended to add the following additional sections thereto:

- "4.04 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.
- 4.05 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.
- 4.06 Amendments. Neither this Mortgage nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- 4.07 Mortgagee's Liability. No action shall be commenced by Mortgagor, Guarantor or any Affiliate thereof for any claim against Mortgagee under the terms of this Mortgage unless notice thereof, specifically setting forth the claim of such party, shall have been given to Mortgagee within six (6) calendar months after such party shall have first become aware of the event or omission which allegedly gave rise to such claim, and failure to give such notice shall constitute a waiver of any such claim.

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- 4.08 Waiver. Mortgagee shall not be deemed to have waived any of Mortgagee's rights under this Mortgage or under any other writing signed by Mortgagor unless the waiver is in writing and signed by Mortgagee. No delay or omission on the part of Mortgagee in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.
- 4.09 Rights. No right, power or remedy conferred upon or reserved by Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- 4.10 Time of Essence. Mortgagor and Mortgagee acknowledge and confirm that time is of the essence in the performance of the obligations hereunder.
- 4.11 Assignment by Mortgagee. Mortgagor acknowledges that Mortgagee may, and shall have the right to sell participation interests in Mortgagee's or Citibank's obligations under the Letter of Credit to a subsidiary or affiliate of Mortgagee or to a Federal Reserve Bank or to another reputable financial institution and to transfer Mortgagor's Letter of Credit Obligations to any of such persons or entities. In the event any of Mortgagee's participants shall reasonably require any additional items, Mortgagor shall use all reasonable efforts to obtain and deliver such items; provided, however, that in no event shall Mortgagor be required to incur any additional liability in connection therewith. In the event Mortgagee's assignee requires any estoppel letter from Mortgagor, Mortgagor shall, upon demand, execute an estoppel letter setting forth (i) the unpaid principal of, and accrued but unpaid interest on and fees related to, Mortgagor's Letter of Credit Obligations; (ii) whether or not any offsets

or defenses exist with respect to the payment of same; and (iii) any other matters reasonably requested by Mortgagee or such assignee.

4.12 First Refusal Rights. If at any time while the Letter of Credit is outstanding, Mortgagor, the Guarantor or any affiliate of Mortgagor or the Guarantor decides to retain an investment or commercial bank to provide services to it in connection with the sale, refinance or other disposition of the Secured Premises, Mortgagor agrees that Mortgagee, Citibank and its affiliates will have a non-exclusive right to bid to provide such services and, if Mortgagor, the Guarantor or such affiliate decides to seek other bids to provide such services, a right to review such bids and to be retained to provide such services in the event that it offers Mortgagor equivalent or better terms than those actually offered by any third party.

4.13 Free of Hazardous Materials.

- (a) To the best of Mortgagor's knowledge, the Secured Premises (including the Land, surface water, ground water, and improvements) is free of any substantial amounts of waste or debris and is free of all contamination including: (i) any 'hazardous waste' as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any 'hazardous substance' as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any substance the presence of which on the Secured Premises is prohibited by any law similar to those set forth in this paragraph; (iv) contamination resulting from any oil, petroleum products, and their by-products; and (v) contamination resulting from any materials which, under federal, state, or local law,

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statute, ordinance or regulations, or court or administrative order or decree, or private agreement (hereinafter referred to collectively as 'Environmental Requirements'), require special handling in collection, storage, treatment or disposal and that there are no toxic or Hazardous Materials located in or about any portion of the Secured Premises in violation of any Environmental Requirement. For the purposes of this Mortgage, the term 'Hazardous Materials' shall mean substances defined as 'hazardous substances,' 'hazardous wastes,' 'hazardous materials,' or 'toxic substances' in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Sec. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.

- (b) Mortgagor shall not place or permit to be placed any Hazardous Materials on the Secured Premises, except for materials used in the ordinary course of development and operation of the Secured Premises. If, at any time, there are Hazardous Materials located on the Secured Premises or used in connection with the development or operation thereof which, under any Environmental Requirement, require special handling in collection, storage, treatment, or disposal, Mortgagor shall take or cause to be taken, at its sole expense, such

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actions as may be necessary to comply with all Environmental Requirements. Mortgagor shall, in the event of any material change in any requirement governing the assessment, release or removal of Hazardous Materials, which change would lead a prudent lender in possession of the tests and information relative to the Secured Premises to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of engineering tests at the sole cost and expense of Mortgagor) as may be requested by Mortgagee to confirm to Mortgagee that no hazardous substance is or ever was stored, released or disposed of on or from the Secured Premises; and Mortgagor shall provide Mortgagee with written notice: (i) upon Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance on or from the Secured Premises; (ii) upon Mortgagor's receipt of any notice or any such potential or known release, or threat of release from any Governmental Authority; or (iii) upon Mortgagor's obtaining knowledge of the incurring of any expense or loss by such governmental authority in connection with the assessment, containment or removal of any Hazardous Material for which expense or loss Mortgagor may be liable or for which expense a lien may be imposed on the Secured Premises. If Mortgagor shall fail to take such action, Mortgagee may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, attorneys' fees actually incurred and reasonable in amount, fines, or other penalty payments, shall be reimbursed

by Mortgagor to Mortgagee as provided in the Reimbursement Agreement.

(c) Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against any loss, expense, damage, liability or charge whatsoever, including attorneys' fees actually incurred and reasonable in amount and court costs and other costs of any litigation or other proceeding arising from Mortgagee being made a party to any action or suit brought under or application of any Environmental Requirement. It is expressly acknowledged by Mortgagor that this covenant of indemnification shall survive any termination of the Reimbursement Agreement and shall inure to the benefit of Mortgagee, its successors and assigns; provided, however, that this covenant of indemnification shall not apply to any condition or event which occurs after Mortgagor's removal from possession of the Secured Premises.

(d) The foregoing provisions shall survive the expiration or termination of this Mortgage, and shall continue in full force and effect so long as any possibility of Mortgagee's or Mortgagor's liability for Hazardous Materials exists.

4.14 Marshalling of Assets. Mortgagor, on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights to require a marshalling of assets by Mortgagee or to require Mortgagee, upon a foreclosure, to first resort to the sale of any portion of the Secured Premises which might have been retained by Mortgagor before foreclosing upon and selling any other portion of the Secured Premises as may be conveyed by Mortgagor subject to this Mortgage.

4.15 No Partnership or Joint Venture. Mortgagor and Mortgagee acknowledge and agree that nothing contained in this Agreement or in

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the other documents executed by Mortgagor with respect to the 'Obligations' as defined in the Reimbursement Agreement (hereinafter the 'Loan Documents'), and that nothing contained in any Loan Documents or other instrument or document by and between Mortgagor and Mortgagee relating to such Obligations or the Secured Premises, is intended or shall be construed to establish Mortgagor and Mortgagee as joint venturers or partners. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from any and all claims, losses, suits, liabilities, damages, costs and expenses (including reasonable attorneys' fees actually incurred) resulting from such construction of the parties hereto and their relationship as joint venturers or partners because of Mortgagee's exercise of its rights and/or remedies hereunder or under any of the other Loan Documents.

4.16 Indemnification Regarding Certain Costs. If due to either (i) the introduction of or any change (including, without limitation, any change by way of imposition or increase in reserve requirements) in or in the interpretation of any law or regulation, or (ii) the compliance by Mortgagee with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to Mortgagee of agreeing to make or making, funding or maintaining all or any portion of the Obligations, then Mortgagor shall from time to time upon demand by Mortgagee pay to Mortgagee additional amounts sufficient to indemnify Mortgagee against such increased costs and such additional amounts are and shall be deemed to be secured by the provisions hereof. A certificate as to the amount of such increased costs, submitted to Mortgagor by Mortgagee in good faith, shall be conclusive as to the amount thereof.

4.17 No Notice Required. Any provision stating that Guarantor shall have ninety (90) days prior notice before foreclosure is hereby deleted."

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7.

Section 5.02 of the Mortgage is hereby amended and restated, as of the date hereof, as follows:

"5.02 Limitation of Liability of Mortgagor. It is the intention of Mortgagor and Mortgagee that the Secured Indebtedness be a non-recourse indebtedness of Mortgagor (except as set forth hereinbelow), and Mortgagee agrees, notwithstanding anything to the contrary in documents relating to the Secured Indebtedness, that no deficiency judgment shall be sought or obtained against Mortgagor or any partner thereof (except as provided to the contrary in any document executed by such partner) for any balance of the Secured Indebtedness which may remain unpaid after the exhaustion of remedies hereunder or against security and collateral pledged in connection with the Secured Indebtedness, nor shall any judgment rendered with respect to the Secured Indebtedness be executed against or be a lien upon any real or personal property of Mortgagor or any partner thereof other than such real and personal property described herein or in other documents executed in connection with the Secured Indebtedness or the Bonds;

provided, however, that nothing contained herein (a) shall be, or be deemed to be, a release or impairment of such indebtedness or of this Mortgage or of the security interest in the Secured Premises; or (b) shall preclude Mortgagee from causing a foreclosure sale of the Secured Premises or otherwise realizing upon the Secured Premises upon the happening of any Event of Default under the Reimbursement Agreement or any other instrument regarding the Secured Indebtedness, or from enforcing any and all other rights and remedies upon and by virtue of the Reimbursement Agreement, this Mortgage, or any other instrument securing or regarding the Secured Indebtedness or any guaranties now or hereafter made with respect to the Secured Indebtedness or the Reimbursement Agreement; or (c) shall

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relieve Mortgagor of any personal liability for misappropriation or misapplication of (i) all rents from the Secured Premises collected more than one (1) month in advance and not earned at the time of the occurrence of any event of default, and (ii) all rents, revenues, issues and profits from the Secured Premises received subsequent to the occurrence of any event of default; or (d) shall be construed as modifying, qualifying or affecting in any manner whatsoever the personal recourse undertakings, obligations and liabilities of Mortgagor under Section 4.13 hereinabove, or as modifying, qualifying or affecting in any manner whatsoever the personal recourse liability of Mortgagor for fraud, willful and knowing misrepresentation or wrongful misappropriation or misapplication of loan or Bond proceeds, insurance proceeds or condemnation awards."

8.

The terms of the Mortgage are modified and amended, as of the date hereof, to provide that Mortgagee and its participants, if any, shall have the unrestricted right to enter upon, inspect and appraise the Secured Premises through their employees, representatives or agents at any time and from time to time. It is currently contemplated that such inspections and appraisals will be performed no less frequently than semi-annually. Mortgagor hereby agrees to permit such entry upon, inspection and appraisal of the Secured Premises and to cooperate with the Mortgagee and its participants, if any, and their employees, representatives and agents during such inspections and appraisals. Mortgagor hereby acknowledges and agrees that the reasonable actual cost of such inspections and

appraisals shall be borne by Mortgagor. Nothing contained herein shall be deemed to impose upon Mortgagee or its participants, if any, any obligation to undertake such inspections and appraisals or any liability for the failure to detect any defect or failure to act with respect to any defect which has or might have been disclosed by such inspections and appraisals.

9.

Except as modified and amended hereby, the Mortgage shall remain in full force and effect without change and all provisions thereof, as modified and amended hereby, are hereby ratified and confirmed by Mortgagor. All references to this Mortgage in the Reimbursement Agreement or in any other instrument establishing security for or relating to the obligations under the Reimbursement Agreement shall be deemed to refer to the Mortgage as herein modified and amended. Time is of the essence of the Mortgage.

10.

This First Modification Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

11.

Notwithstanding anything contained to the contrary in the Mortgage, as modified and amended hereby, Mortgagee agrees that as to actions or omissions on Mortgagor's part or any Loan Party's part which occurred prior to July 31, 1990 under the Mortgage, as amended and modified hereby, of which actions or omissions Mortgagee is or is made aware prior to July 31, 1990, and which actions or omissions are or would be, but for the giving of notice and/or passage of time, a "default" on the part of Mortgagor or any Loan Party hereunder (hereinafter such actions or omissions are collectively referred to as the "Existing Default"), Mortgagee shall refrain (i) from declaring any such Existing Default a "default" hereunder and (ii) from pursuing its rights and remedies hereunder with respect thereto; provided, however, that Mortgagee's agreement so to refrain shall not apply or be effective with respect to (a) any action or omission made in connection with the terms, provisions or conditions of that certain Plan for the Consensual Reorganization of the Business and Affairs of Avron B. Fogelman ("ABF") and Related Entities of July 16, 1990 (the "Plan"), or (b) any action or omission which shall have fraudulently induced Mortgagee into executing and delivering the mutual release documents executed by Mortgagee in connection with the Plan, the release of the negative pledge against the KCRBC Interest held by Mortgagee under the Guaranty of Payment in effect prior to July 31, 1990, the Plan and the documents executed in connection with the Plan.

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IN WITNESS WHEREOF, the parties hereto have caused this First Modification Agreement to be executed and sealed, the day and year first above written.

MORTGAGOR:

FPI BIRMINGHAM, LTD.,
an Alabama limited partnership

By: [Signature]
Avron B. Fogelman,
General Partner

[Signature]
Witness
[Signature]
Witness

By: Fogelman Properties, Inc.,
a Tennessee corporation,
General Partner

By: [Signature]
Avron B. Fogelman,
President

[AFFIX CORPORATE SEAL]

MORTGAGEE:

CITICORP REAL ESTATE, INC.

By: [Signature]
Vice President

[Signature]
Witness
[Signature]
Witness

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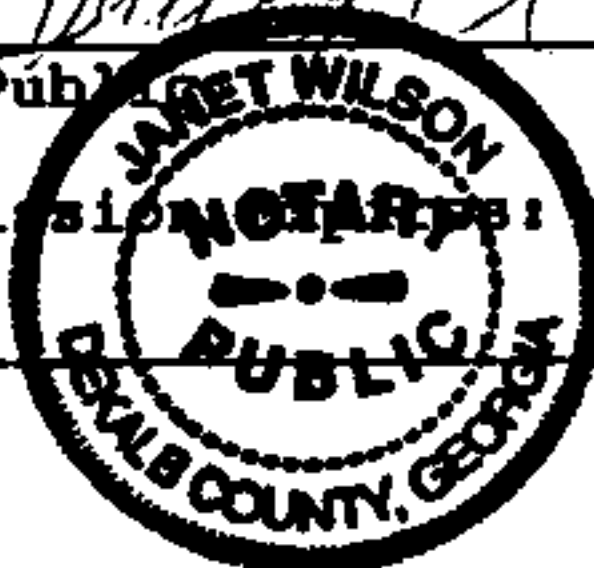
STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that AVRON B. FOGELMAN, whose name as General Partner of FPI BIRMINGHAM, LTD., an Alabama limited 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 thereof, he, in his capacity as such General Partner as aforesaid, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official notarial seal on this the 18th day of July, 1990.


Notary Public

My Commission Expires



STATE OF GEORGIA
COUNTY OF FULTON

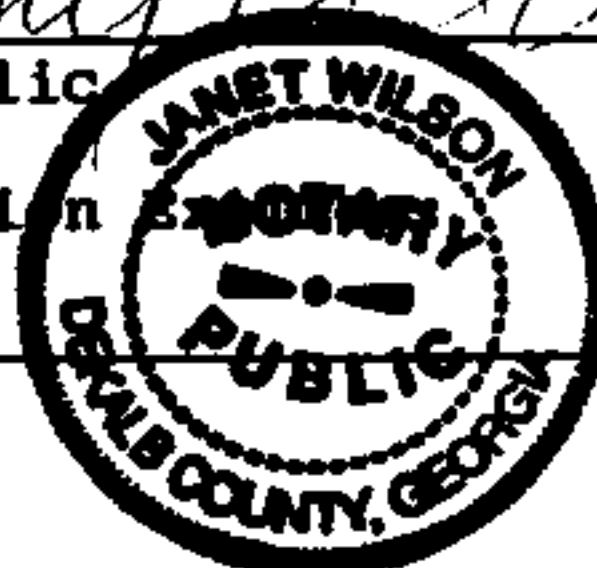
Notary Public, DeKalb County, Georgia.
My Commission Expires February 8, 1994

I, the undersigned, a Notary Public in and for said State and County, hereby certify that AVRON B. FOGELMAN, whose name as President of FOGELMAN PROPERTIES, INC., a Tennessee corporation, is signed to the foregoing instrument as General Partner of FPI BIRMINGHAM, LTD., and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, in his capacity as President of such General Partner, as aforesaid, executed the same voluntarily for and as the act of said corporate, general partner on the day the same bears date.

Given under my hand and official notarial seal on this the 18th day of July, 1990.


Notary Public

My Commission Expires



Notary Public, DeKalb County, Georgia.
My Commission Expires February 8, 1994

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STATE OF GEORGIA

COUNTY OF FULTON

I, Janet Wilson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry G. Almquist, Jr., personally known to me to be the Vice President of CITICORP REAL ESTATE, INC. whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument of writing as Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of July, 1990.

Janet Wilson
Notary Public [Affix Seal and State
Date of Expiration of Commission]



Notary Public, DeKalb County, Georgia.
My Commission Expires February 6, 1994

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90 AUG -1 AM 8:08

Thomas A. Shaw
JUDGE OF PROBATE

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

90 AUG -1 AM 8:08

Thomas A. Shaw
JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$ 55.00
4. Indexing Fee	\$ 2.00
5. N. Tax	\$
6. Certified Fee	\$ 1.00
Total	\$ 59.00