

STATE OF ALABAMA)

1200

SHELBY COUNTY)

THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

This Third Amendment is made and entered into this 13th day of September, 1991, by and between 119 Properties, Ltd., an Alabama limited partnership (the "Mortgagor"), whose address is 119 Hillsdale Road, Birmingham, Alabama 35213, and AmSouth Bank N.A., a national banking association (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, attention: Commercial Real Estate Department.

Recitals

A. The Mortgagor granted to the Mortgagee that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated August 11, 1989, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 251, page 57.

B. The Mortgagor and the Mortgagee amended the above-referenced mortgage by (i) document entitled First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases, dated October 25, 1989, which First Amendment is recorded in said Probate Office in Book 263, page 301 and (ii) document entitled Second Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases, dated December 18, 1990, which Second Amendment is recorded in said Probate Office in Book 323, page 44 (the initial mortgage, as subsequently amended by the First Amendment and the Second Amendment, is herein called the "Mortgage").

C. The Mortgagor has requested that additional property be added to the Mortgage to secure the Debt, as defined therein.

D. The Mortgagee has agreed to accept such additional property upon certain conditions, one of which is the execution of this Third Amendment.

Agreement

NOW, THEREFORE, in consideration of the premises, the Mortgagor and the Mortgagee hereby amend the Mortgage as follows:

1. The real estate described on Exhibit B-1 attached to this Third Amendment is hereby added to the Mortgage as additional collateral and shall hereafter be deemed included in the term "Real Estate" wherever it appears in the Mortgage. The Mortgagor hereby represents and warrants to the Mortgagee that the warranties of title set forth in the Mortgage also apply to the portion of the Real Estate added to the Mortgage by this Third Amendment.

BOOK 364 PAGE 192
Walston, Stabler

2. The Mortgagor and the Mortgagee acknowledge that the Real Estate added by this Third Amendment is "Exhibit B Real Estate", and the terms and conditions relating to the release of Exhibit B Real Estate shall apply; provided, however, wherever the numerical figure "\$3.00" appears in Exhibit B, it shall hereafter read \$ 1.74 but only for the portion of the Exhibit B Real Estate added by this Third Amendment.

3. As part of the consideration to the Mortgagee for accepting the portion of the Real Estate added by this Third Amendment, the Mortgagor agrees to provide to the Mortgagee, within 30 days from the date hereof, a Phase I environmental assessment on any of the Real Estate located south of Alabama Highway 119. In the event the environmental assessment on the portion of the Real Estate added by this Third Amendment is not satisfactory to the Mortgagee in its sole discretion, the Mortgagor agrees that it shall, upon demand of the Mortgagee, pay \$ 1.74 per square foot of such portion of the Real Estate added by this Third Amendment, and the Mortgagee shall simultaneously release such Real Estate from the lien of the Mortgage. C.S.

Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Third Amendment to be executed by their duly authorized representatives as of the date first set forth above.

119 PROPERTIES, LTD.

By Cahaba Valley Properties, Inc.
Its General Partner

By Charles H. Stephens
Its President

AMSOUTH BANK N.A.

By Dean H. Burger
Its Real Estate Loan Officer

BOOK 364 PAGE 193

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Charles H. Stephens, whose name as President of Cahaba Valley Properties, Inc., as general partner of 119 Properties, 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 of said instrument, he, as such President of such general partner and with

Given under my hand and official seal this the 8th day of September, 1991.

L. J. H. S.
Notary Public

AFFIX SEAL

My commission expires: 8-6-92

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dean H. Burgess, whose name as Real Estate Loan Officer of AmSouth Bank N.A., 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 banking association.

Given under my hand and official seal this the 11th day of September, 1991.

Lin Ann Johnson
Notary Public

AFFIX SEAL

My commission expires: 5/15/94

This instrument prepared by:

Kay K. Bains
WALSTON, STABLER, WELLS, ANDERSON
& BAINS
505 N. 20th Street, Suite 500
Birmingham, Alabama 35203
(205) 251-9600

BOOK 364 PAGE 194

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run Northeasterly for 152.01 feet; thence 90 deg. 00 min. left and run Northwesterly for 349.02 feet; thence 90 deg. 00 min. left and run Southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run Northeasterly along said right of way line for 253.07 feet; thence 14 deg. 02 min. 10 sec. right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 deg. 57 min. 50 sec. right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 deg. 00 min. left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 Service Drive; thence 86 deg. 19 min. 31 sec. right and run Southeasterly along said right of way for 142.98 feet; thence 22 deg. 07 min. 10 sec. right and run Southeasterly along said right of way line for 266.08 feet to the beginning of a curve to the right said curve having a radius of 3,579.72 feet and subtending a central angle of 3 deg. 16 min. 07 sec.; thence 8 deg. 19 min. 34 sec. right to the chord of said curve and run Southerly along the arc of said curve and along said right of way line for 204.22 feet; thence from said chord, 9 deg. 37 min. 54 sec. left and run Southeasterly along said right of way line for 46.32 feet to the point of beginning; thence continue along same courses for a distance of 49.76 feet to a point on the beginning of a curve to the right, said curve having a radius of 3,599.42 feet and subtending a central angle of 6 deg. 45 min. thence 13 deg. 56 min. 00 sec. right to the chord and run Southerly along the arc of said curve and along said right of way line for 146.80 feet to a point; thence turn an angle to the right of 97 deg. 35 min. 19 sec. to the chord and run Northwesterly 245.0 feet to a point; thence turn an angle to the right of 79 deg. 13 min. 37 sec. and run Northwesterly 128.03 feet to a point; thence turn an angle to the right of 84 deg. 51 min. 07 sec. and run Northeasterly 240.53 feet to the point of beginning; being situated in Shelby County, Alabama.

BOOK 364 PAGE 195

DATE RECORDED
I CERTIFY THIS
INSTRUMENT WAS FILED
91 SEP 17 PM 1:29

JUDGE OF PROBATE

1. Deed Tax	\$	NO TAX	PAID
2. Mtg. Tax	\$	NO TAX	
3. Recording Fee	\$	10.00	
4. Indexing Fee	\$	5.00	
5. No Tax Fee	\$	1.00	
6. Certified Fee	\$	1.00	
Total	\$	17.00	

EXHIBIT B-1