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Date: June 17, 1991

**FIRST AMENDMENT TO MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

Made By

THE PROVIDENT BANK, an Ohio banking corporation, as
Trustee U/T/A dated as of April 30, 1984 for the benefit
of Store Properties Company

Address: Provident Tower
Three East Fourth Street
Cincinnati, Ohio 45202

-AND-

Address: STORE PROPERTIES COMPANY, an Ohio general partnership
521 Dixie Terminal Building
49 E. Fourth Street
Cincinnati, Ohio 45202
Attn: Mr. Keith E. Lindner, Managing Partner

Hereinafter referred to as "Mortgagee"

TO

CONTINENTAL BANK N.A., f/k/a Continental
Illinois National Bank and Trust Company of
Chicago, a national banking association, 231
South LaSalle Street, Chicago, Illinois 60697

Hereinafter referred to as "Mortgagee"

Alabama is hereinafter referred to as the "Local Governing Jurisdiction," Illinois as the "Governing Jurisdiction"

This instrument prepared by:

Charles E. Stahl, Esq.
Winston & Strawn
35 W. Wacker
Chicago, IL 60601

Shelby County, Alabama
(the "Local County")

* J. Robert Fleenor, Esq.
Bradley, Arant, Rose & White
1400 York Place Tower
Birmingham, AL 35203

BOOK 369 PAGE 210

Shelby County, Alabama

This FIRST AMENDMENT TO MORTGAGE (the "First Mortgage Amendment") dated as of June 17, 1991, by and between CONTINENTAL BANK N.A., a national banking association ("Mortgagee"), formerly known as Continental Illinois National Bank and Trust Company of Chicago, STORE PROPERTIES COMPANY, an Ohio general partnership (the "Partnership"), and THE PROVIDENT BANK, an Ohio banking corporation, as Trustee under Trust Agreement dated as of April 30, 1984 for the benefit of Store Properties Company ("Provident") (the Partnership and Provident, collectively "Mortgagor").

WITNESSETH:

WHEREAS, Mortgagor executed that certain Mortgage, Assignment of Rents and Security Agreement dated June 17, 1986 (the "Original Mortgage"), which Original Mortgage was recorded in the Local County in Book 091, Page 801-829 and encumbers each of the parcels of real estate legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Original Mortgage was given to secure, inter alia, the obligations of the Partnership under and pursuant to: (i) the original Loan Agreement; (ii) that certain Master Agreement dated June 17, 1986 between the Partnership and Mortgagee, as supplemented by a Rate Swap Agreement of even date therewith by and between the same parties, (the "Original Master Swap Agreement"); and (iii) the Original Note; and

WHEREAS, the Partnership has requested that Mortgagee amend the Original Loan Agreement, the Note, the Original Master Swap Agreement, and the other Loan Documents executed in conjunction with the Original Loan Agreement (collectively, with the Original Loan Agreement, the "Original Loan Documents") for the purpose, inter alia, of extending the maturity date of the Original Note to December 31, 1999; and

WHEREAS, Mortgagee has agreed to: (i) amend the Original Loan Agreement pursuant to that certain First Amendment to Loan Agreement dated of even date herewith (the "First Amendment"); (ii) consent to the amendment and restatement of the Original Note pursuant to that certain Amended and Restated Non-Recourse Secured Promissory Note dated of even date herewith executed by the Partnership (the "Amended Note"); (iii) enter into this First Mortgage Amendment; and (iv) amend the Original Master Swap Agreement and certain of the other Original Loan Documents;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties, Mortgagor and Mortgagee agree as follows:

1. **Incorporation of Recitations/Definitions.** Each of the recitations set forth above are incorporated herein as if set forth verbatim. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Original Mortgage or, if not so defined in the Original Mortgage, in the First Amendment. Furthermore:

(a) The term "Loan Agreement", as set forth in the Original Mortgage, shall be deemed to mean the Original Loan Agreement, as amended by the First Amendment.

(b) The term "Mortgage", as set forth in the Original Mortgage, shall be deemed to mean the Original Mortgage, as amended by this First Mortgage Amendment.

(c) The term "Note", as set forth in the Original Mortgage, shall be deemed to mean the Amended Note.

2. **Incorporation of First Amendment.** The terms and provisions of the First Amendment are incorporated herein as if set forth verbatim. In the event of any conflict between the terms and provisions of this First Mortgage Amendment and the terms and provisions of the First Amendment, the terms and provisions of the First Amendment shall control.

3. **Maturity Date.** The maturity date of the Note shall be December 31, 1999.

4. **Amendment to Paragraph F(1) on Page 2.** The phrase "and the Master Agreement of even date herewith between Mortgagee and Store Properties Company, as supplemented by a Rate Swap Agreement of even date herewith (as same may be amended, modified or supplemented from time to time)" in Paragraph F(1) on page 2 of the Mortgage is hereby deemed deleted and the following inserted therefor:

"and that certain ISDA Interest Rate and Currency Exchange Agreement dated as of June 17, 1991 by and between Mortgagee and Store Properties Company, an Ohio general partnership, together with the Schedules, Swap Transactions, Confirmations and Annexes that are a part thereof (as the same may be amended, modified, supplemented or restated from time to time) and any other liabilities of Store Properties Company to Mortgagee howsoever created, arising or evidenced thereunder"

5. **Amendment to Article II, Section 2.02 on Page 7.** The phrase "or the Master Agreement dated as of June 17, 1986 between Store Properties Company and Mortgagee, as supplemented by a Rate Swap Agreement dated as of June 17, 1986 (as same may be amended,

modified or supplemented from time to time)" is hereby deemed deleted and the following inserted therefor:

"or the ISDA Interest Rate and Currency Exchange Agreement dated as of June 17, 1991 by and between Mortgagee and Store Properties Company, together with the Schedules, Swap Transactions, Confirmations and Annexes that are a part thereof (as the same may be amended, modified, supplemented or restated from time to time) and any other liabilities of Store Properties Company to Mortgagee howsoever created, arising or evidenced thereby"

6. Additional Paragraph (G) on Page 2. The following shall be deemed inserted as an additional Paragraph (G) on Page 2:

"(G) In the event of any conflict between the terms and conditions of the Loan Agreement and the terms and conditions of this Mortgage, the terms and conditions of the Loan Agreement shall control."

7. Amendment to Definition of Governing Jurisdiction. The phrase "Governing Jurisdiction" on the first page of the Original Mortgage is deleted in its entirety and the following substituted therefor: "Local Governing Jurisdiction". Furthermore, the term "Governing Jurisdiction" as and when it appears in the Original Mortgage shall be deemed to mean the "Local Governing Jurisdiction".

8. Section 4.10. Section 4.10 of the Original Mortgage is deleted in its entirety and the following substituted therefor:

"4.10.

(a) Mortgagee agrees to release from the lien of this Mortgage one or more of the Schedule 7.2 Stores and its associated Scheduled Store Premises, provided that Mortgagor strictly complies with the terms and conditions of Section 12 of the Loan Agreement.

(b) In addition, Mortgagee shall be under no obligation to deliver any release until Mortgagor pays to Mortgagee the sum of Fifty Dollars (\$50.00) per release and all costs and expenses incurred in connection with each release and substitution, including, but not limited to, recording fees, premiums for title insurance, endorsements, Mortgagee's actual attorneys' fees and costs in connection with such release and any escrow fees.

(c) Any partial release or reconveyance of any parcel shall include any equipment, appliances or other personal property installed in that parcel, and will likewise be considered to be fully released on the part of Mortgagee, and

Mortgagee agrees to provide to Mortgagor at Mortgagor's expense a UCC Termination Statement if necessary as to any such reconveyed or released equipment, appliances or other personal property."

9. Section 4.11. Section 4.11 is hereby added to the Original Mortgage as follows:

"4.11 Governing Jurisdiction. The internal laws of Illinois (the "Governing Jurisdiction") shall govern all matters hereunder, except that the internal laws of the Local Governing Jurisdiction shall govern the creation, validity, perfection, priority and enforceability of the liens, assignments and security interests created by this Mortgage, the warranties of title to the Mortgaged Property contained in this Mortgage and the provisions of this Mortgage which relate to realizing upon all or any part of the Mortgaged Property or the exercise of various remedies provided for therein."

10. Ratification of Original Mortgage.

(a) Mortgagor hereby reaffirms the creation, validity, priority and enforceability of the liens, pledges and security interests provided for in the Original Mortgage or the other Original Loan Documents.

(b) Except as expressly amended herein, the Original Mortgage is reaffirmed, confirmed and ratified in all respects and all sections of the Original Mortgage not amended hereby shall remain in full force and effect. The indebtedness evidenced by the Amended Note is a continuing indebtedness, and nothing herein or in the Amended Note shall be deemed to constitute a payment, settlement or novation of the indebtedness evidenced by the Amended Note or to release or otherwise adversely affect any lien, mortgage or security interest of Mortgagee securing such indebtedness or any rights of Mortgagee against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

11. Miscellaneous.

(a) This First Mortgage Amendment shall be effective for all purposes from and after the date hereof.

(b) All section headings are inserted for convenience or reference only and shall not affect any construction or interpretation of this First Mortgage Amendment.

(c) Should any one or more provisions of this First Mortgage Amendment be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

(d) As amended hereby, the Mortgage shall inure to the benefit of Mortgagee, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the administrators, successors and assigns of Mortgagor. Mortgagor expressly agrees that Mortgagee may assign all or any portion of its interests under the Mortgage in connection with its assignment of all or any portion of the Loan, and when so assigned Mortgagor shall be liable under this First Mortgage Amendment to the assignee(s) of the portion(s) of the Loan so assigned without in any manner affecting the liability of Mortgagor hereunder to Mortgagee with respect to any portion of the Loan retained by Mortgagee.

(e) No provisions of the Mortgage or right of Mortgagee thereunder can be waived nor can Mortgagor be released from Mortgagor's obligations thereunder, except by a writing duly executed by an authorized officer of Mortgagee.

(f) Mortgagor hereby acknowledges that this First Mortgage Amendment accurately and completely reflects the agreements and understandings of the parties hereto with respect to the subject matter hereof and hereby waives any claims against Mortgagee that Mortgagor may now have or may hereafter acquire to the effect that the actual agreements and understandings of the parties hereto with respect to the subject matter hereof may not be accurately or completely set forth in this First Mortgage Amendment.

(g) This First Mortgage Amendment may be executed in any number of separate identical counterparts and any set of counterparts containing original signatures and acknowledgements for all of the parties shall be deemed to be an original agreement.

BOOK 369 PAGE 215

The undersigned has executed this First Amendment to Mortgage, Assignment of Rents and Security Agreement as of the day and year first hereinabove written.

Mortgagee:

CONTINENTAL BANK N.A., f/k/a
Continental Illinois National
Bank and Trust Company of
Chicago, a national banking
association

By David B. Canning
Its BANKING OFFICER

Mortgagor:

THE PROVIDENT BANK, an Ohio
banking corporation, as Trustee
U/T/A dated as of April 30, 1984
for the benefit of Store
Properties Company

By: [Signature] VICE PRESIDENT
AND TRUST OFFICER
Trust Officer

STORE PROPERTIES COMPANY, an
Ohio general partnership

By: [Signature]
Keith E. Lindner
Managing Partner

WITNESSES: (as to Mortgagee)

[Signature]
[Signature]

WITNESSES: (as to Mortgagor)

[Signature]
[Signature]

BOOK 369 PAGE 216

STATE OF OHIO)
)
HAMILTON COUNTY) SS.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that EUGENIA A. KELLY whose name as VICE PRESIDENT of THE PROVIDENT BANK, an Ohio banking corporation, as Trustee U/T/A dated as of April 30, 1984 for the benefit of Store Properties Company, 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, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as trustee as aforesaid.

Given under my hand and official seal this 31st day of June 1991, 1991.

Michael R. Miller
Notary Public

MICHAEL R. MILLER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

[NOTARIAL SEAL]

STATE OF OHIO)
)
HAMILTON COUNTY) SS.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Keith E. Lindner, whose name as Managing Partner of STORE PROPERTIES COMPANY, an Ohio 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 26th day of July 1991, 1991.

Paul V. Muething
Notary Public

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

[NOTARIAL SEAL]

BOOK 369 PAGE 217

STATE OF ILLINOIS)
)
COOK COUNTY) SS.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patrick B. Canning, whose name as Banking Officer of CONTINENTAL 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 the 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 21st day of ~~June~~, 1991.
August

Petra Arnhem
Notary Public

[NOTARIAL SEAL]

OFFICIAL SEAL
PETRA ARNHEM
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB 24, 1993

BOOK 369 PAGE 218

Exhibit "A"-101
Store No. 2554
Shelby County, Alabama
Hwy. 119 & 26th, Alabaster

A parcel of land situated in the Southwest Quarter of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Southwest Quarter of said Section 11 and run East along the North line of Quarter Section for 1,235.17 feet; thence turn an angle to the right of 90 degrees, 00 minutes and run Southerly for 466.53 feet; thence turn an angle to the left of 90 degrees 57 minutes 47 seconds and run Easterly for 773.61 feet to the point of beginning. From the point of beginning thus obtained thence continue along the last described course for 210.00 feet; thence turn an angle to the right of 98 degrees 47 minutes 27 seconds to the tangent of a curve to the right, having a central angle of 4 degrees 09 minutes 53 seconds and a radius of 2,841.09 feet; thence run in a southwesterly direction along the arc of said curve for 206.51 feet to the point of commencement of a curve to the right having a central angle of 91 degrees 07 minutes 08 seconds and a radius of 25.00 feet; thence run in a southwesterly and westerly direction along the arc of said curve for 39.76 feet; thence run in a northwesterly direction along the tangent of said curve if extended for 189.46 feet; thence turn an angle to the right of 89 degrees 45 minutes 26 seconds and run northeasterly for 180.56 feet to the point of beginning.

Situated in Shelby County, Alabama.

Exhibit "A"-99
 Store No. 2547
 Shelby County, Alabama
 2128 Montgomery Hwy., Pelham

A parcel of land situated in the Northeast Quarter of the Northeast Quarter Section 36; Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of Section 36, Township 19 South, Range 3 West; Shelby County, Alabama, and run Southerly along the East line of said Section 550.00 feet to a point, said point now being in the right of way of U. S. Highway #31 South and also being the old Southeast corner of the W. N. Campbell property as described in Deed Book 128, Page 333, in the Judge of Probate Office, Shelby County, Alabama; thence turn right 76 degrees 12 minutes 31 seconds as measured and run southwesterly 136.91 feet along the South line of said W. N. Campbell property to the Westerly right of way line of U. S. Highway #31 South, and the point of beginning of the property herein described; thence continue Southwesterly along last stated course 200.00 feet; thence turn 83 degrees 15 minutes left and run Southerly 100.55 feet; thence turn 96 degrees 45 minutes left and run Easterly 200.01 feet to a point on said Westerly right of way line of U. S. Highway #31 South, said point being on a curve having a radius of 2,009.86 feet and subtending a central angle of 2 degrees 52 minutes, thence turn left with an interior angle of 95 degrees 18 minutes 35 seconds to tangent of said curve; thence run Northerly along the arc of said curve and said right of way line of U. S. Highway #31 South 100.56 feet to the point of beginning. Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

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

91 OCT 18 PM 3:29

JUDGE OF PROBATE

1. Deed Tax	Pa. S. 1.00
2. Mfg. Tax	1.00
3. Recording Fee	1.00
4. Indexing Fee	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	6.00

BOOK 369 PAGE 220