

This Document Prepared
by and Return to:
Kevin Conboy, Esq.
Powell, Goldstein, Frazer
& Murphy
16th Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303

Cross-Reference Mortgage
recorded in Deed Book 300,
Pages 40-45, filed in the
Shelby County, Alabama
Deed Records

STATE OF ALABAMA
COUNTY OF SHELBY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (hereinafter referred to as the "Modification") is made and entered into as of the 31st day of October, 1991, by and between CENCOM OF ALABAMA, L.P., a Delaware limited partnership (hereinafter referred to as "Mortgagor"), and THE TORONTO-DOMINION BANK TRUST COMPANY, as Agent for the other Agent and the Banks listed on Schedule I attached hereto (hereinafter referred to as "Mortgagee");

W I T N E S S E T H:

WHEREAS, Mortgagor heretofore did grant and deliver unto Mortgagee that certain Mortgage, dated as of June 29, 1990, recorded in Deed Book 300, Pages 40-45, Shelby County, Alabama Records (the "Mortgage"), conveying certain property lying and being in Shelby County, as described therein (hereinafter referred to as the "Premises"); and

WHEREAS, the Mortgage was given to secure the indebtedness of Mortgagor to Mortgagee evidenced by those certain promissory notes, dated June 29, 1990, executed by Mortgagor to the order of the parties listed on Schedule I to the Mortgage, in the aggregate original principal amount of SIXTY-TWO MILLION AND NO/100 DOLLARS (\$62,000,000.00), with final payment being due on or before June 30, 2000; and

WHEREAS, Mortgagor and Mortgagee wish to modify the Mortgage as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten (\$10.00) Dollars in hand paid by each party to the other, and other good and valuable consideration, the

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121,500.00

receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby covenant and agree, and the Mortgage is hereby modified and amended, as follows:

1. The Mortgage is hereby modified and amended by replacing the existing Schedule 1 with Schedule 1a attached hereto and by this reference made a part hereof.

2. The Mortgage is hereby modified and amended by increasing the amount of the indebtedness secured from \$62,000,000 to \$95,000,000.

3. To the extent necessary to effectuate the foregoing modifications to the Mortgage, Mortgagor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey unto Mortgagee, his heirs or successors and assigns, all of its right, title and interest in and to the Premises TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the Mortgagee, his heirs, successors and assigns forever, upon the trust, terms and conditions and for the uses set forth in the Mortgage, as modified hereby.

4. Except as herein expressly modified and amended, the Mortgage shall remain in full force and effect pursuant to its terms. The Mortgage continues to secure all of the debt described therein, as modified hereby. This Modification is not intended to be, nor shall it constitute a novation of the Mortgage or the debt of Mortgagor to Mortgagee which is secured thereby. Mortgagor hereby ratifies, affirms and approves the Mortgage as modified herein, the debt of Mortgagor to Mortgagee secured thereby, and all instruments evidencing and securing such debt, and Mortgagor agrees that the same shall constitute valid and binding agreements of Mortgagor, enforceable by Mortgagee in accordance with their terms.

5. This Modification shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6. The Mortgage as hereby modified shall be governed by and construed, interpreted and enforced in accordance with, the laws of the State of Alabama.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee has caused this Modification to be executed, Mortgagor acting through its duly authorized offices and their seals to be affixed hereto, as of the 31st day of October, 1991.

Executed in the presence of:

Judith M. Rock

CENCOM OF ALABAMA, L.P.,
a Delaware limited partnership

By its general partner:

CENCOM OF ALABAMA, INC., a
Delaware corporation

By: Theodore W. Brown
Title: Senior Vice President

[CORPORATE SEAL]

-Mortgagor-

THE TORONTO-DOMINION BANK TRUST
COMPANY, as Agent

By: Marsha L. Savary
Title: V.P. + S&R

-Mortgagee-

STATE OF Missouri)

St Louis COUNTY)

I, Diana L. LeBeau, a Notary Public in and for said County, in said State, hereby certify that Theodore W. Brown who is the pr. M.L. of Cencom of Alabama, Inc., who is the general partner of Cencom of Alabama, L.P., whose name is signed to the foregoing instrument, and who is known to me and known by me to be such officer, acknowledged before me on this day that being informed of the contents of the instrument that he, in his capacity as such officer and with full authority, has executed the same voluntarily for and as the act of Cencom of Alabama, Inc. and as the act of Cencom of Alabama, L.P. on the day the same bears date.

Given under my hand and official seal this 15th day of November, 1991.

Diana L. LeBeau Notary Public

My Commission Expires:

DIANA L. LEBEAU
NOTARY PUBLIC, STATE OF MISSOURI
ST. LOUIS COUNTY

[NOTARIAL SEAL] MY COMMISSION EXPIRES JULY 5, 1992

STATE OF New York

New York COUNTY)

I, PATRICIA WARD, a Notary Public in and for said County, in said State, hereby certify that MARTHA L. GARCIA who is the V.P. + SGR of The Toronto-Dominion Bank Trust Company, whose name is signed to the foregoing instrument, and who is known to me and known by me to be such officer, acknowledged before me on this day that being informed of the contents of the instrument that he, in his capacity as such officer and with full authority, has executed the same voluntarily for and as the act of The Toronto-Dominion Bank Trust Company on the day the same bears date.

Given under my hand and official seal this 19th day of NOVEMBER, 1991.

Patricia Ward, Notary Public

My Commission Expires:

PATRICIA WARD
NOTARY PUBLIC, State of New York
No.
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 30, 1993

[NOTARIAL SEAL]

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STATE OF ALA. SHELLEY C.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 JAN -2 AM 10: 15

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	183.25
3. Recording Fee	\$	12.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	198.75