

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Modification") is made effective as of May 1, 1992, by and between STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation ("Lender"), and INVERNESS FAMILY MEDICAL CENTER PARTNERS, LTD., an Alabama limited partnership ("Borrower").

RECITALS:

A. On April 19, 1984 Borrower executed a Promissory Note (the "Note") in favor of Lender in the principal sum of Two Million Three Hundred Seventy-Five Thousand and no/100 Dollars (\$2,375,000.00). The Note is secured by that certain Mortgage and Security Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 447, page 206 (the "Mortgage") and that certain Assignment of Rents and Leases recorded in the aforesaid Probate Office in Book 354, page 919 (the "Assignment"), both executed by Borrower and dated April 19, 1984, and by UCC-1 financing statements (the "Financing Statements") executed by Borrower in connection with the Note and Mortgage and filed for record with the Alabama Secretary of State and with the Shelby County Judge of Probate (the Note, the Mortgage, the Assignment, and the Financing Statements and any and all other instruments or documents executed in connection therewith are collectively referred to herein as the "Loan Documents").

B. The parties hereto have agreed to make certain modifications to the Note and Mortgage as hereinafter set forth.

NOW THEREFORE, these premises considered, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Effective as of May 1, 1992, the Note is hereby amended to provide that the interest rate on the principal amount shall be as follows:

(a) Beginning on May 1, 1992 the interest rate will be eight and three-quarters percent (8.75%) per annum; and

(b) Commencing on May 1, 1995 (the "Adjustment Date"), said interest rate shall, unless Lender chooses in its sole discretion to waive or reduce any such increase, be adjusted to an amount equal to the greater of (i) eight and three-quarters percent (8.75%); or (ii) the Corporate Aaa Bond Rate

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3000 SOUTHTRUST TOWER 205-251-3000
BIRMINGHAM, AL 35203

Inst # 1992-14858

as published by the Federal Reserve Bank of St. Louis in its publication U. S. Financial Data, or, if no longer published in such publication, in such other Federal Reserve System publication which is most comparable to that published by the Federal Reserve Bank of St. Louis and which is published most frequently (the "Aaa Rate") on the date closest to the first day of the fourth month prior to the Adjustment Date plus one and one half percent (1-1/2%). In the event that, at any time relevant hereunder, the Aaa Rate is not published in any publication of the Federal Reserve System, then the interest rate which shall become effective on the Adjustment Date, unless Lender chooses in its sole discretion to waive or reduce any such increase, shall be the greater of: (i) eight and three-quarters percent (8.75%) or (ii) Lender's then-existing interest rate for long-term mortgage loans on commitments for secured loans on suburban office buildings of comparable quality and age, or in the event at any time relevant hereunder Lender does not have or maintain such a rate, the rate which is most comparable to the Aaa Rate as determined by Lender in its sole discretion, and which is published in a nationally recognized financial publication on the date closest to the first day of the fourth month prior to the Adjustment Date plus one and one-half percent (1-1/2%). In no event shall the interest rate be increased above the rate permitted by applicable law. Lender shall provide Borrower with its calculation of the new interest rate.

2. Effective May 1, 1992, the payment provisions of the Note shall be amended to read as follows:

(a) Payments on account of the interest and principal indebtedness evidenced hereby shall be made on the first day of each month in consecutive monthly installments of \$22,615.14 commencing June 1, 1992 and continuing through and including the payment due May 1, 1995, with payments applied first to accrued interest and then to the principal sum due hereunder.

(b) If, pursuant to the provisions set out above the interest rate changes, the amount of the monthly payment shall be increased to the amount which will amortize the then-outstanding loan balance at the new rate within the time remaining within a fifteen year period beginning on May 1, 1995 with such payment to be made on the first day of each month commencing June 1, 1995.

(c) The Maturity Date shall remain May 1, 1999.

3. The fourth full paragraph on page 4 of the Note is hereby modified and amended by deleting the reference to "Montgomery

County" and by substituting in lieu thereof the words, "Shelby County".

4. Paragraph 23 of the Mortgage, and like provisions of the Assignment, are hereby amended to add at the end of such paragraph the following:

Without limiting the generality of the specific obligations, covenants and agreements contained in this paragraph, as amended, Mortgagor covenants and agrees with Mortgagee to comply in all respects with the AMI Lease as amended, including, but not limited to, the provisions of the Third Amendment to Commercial Lease dated as of May 1, 1992 by and among Mortgagor, AMI and Brookwood Health Services, Inc., including, without limitation, paragraphs 5, 6 and 7 of such Third Amendment. In the event that Mortgagor is required to provide additional or replacement parking areas, all such additional parking areas shall be provided on the mortgaged premises and no such parking shall be provided outside the mortgaged premises without the prior written consent of the Mortgagee. Mortgagor further agrees with Mortgagee that it shall construct no additional buildings on the mortgaged premises without the prior written approval of Mortgagee and AMI. In addition, upon compliance by Mortgagor with the requirements imposed upon Mortgagor under the aforesaid provisions of the Third Amendment, upon request of Mortgagee, Mortgagor shall use its best efforts to provide Mortgagee with estoppel certificates from AMI, in form and substance satisfactory to Mortgagee, indicating the satisfaction of Mortgagor's obligations thereunder.

5. The parties hereto ratify and confirm the Loan Documents in all respects and agree that the Loan Documents shall remain in full force and effect and shall be enforceable in accordance with the respective terms and conditions thereof except as amended or modified by this Modification.

6. Borrower hereby acknowledges that there are no set-offs or defenses available to Borrower, the general partners of Borrower, or any one or more of them, with respect to the Loan Documents.

7. Borrower and Lender hereby agree that each shall execute any additional documents reasonably required in connection with this Modification.

8. Borrower hereby grants to Lender its irrevocable power of attorney to attach this Modification to the Note as an allonge or otherwise so that this Modification shall become a part of the original Note, enforceable by the holder hereof and thereof as the obligation of Borrower.

9. This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. This Modification shall not constitute a novation or payment with respect to the outstanding indebtedness evidenced by the Note. The holder of the Note, as modified and amended hereby, shall be entitled to all the benefits of the Mortgage, Assignment and any other instruments or agreements which now or hereafter evidence or secure all or any part of the indebtedness evidenced by the Note.

11. This Modification may be executed in multiple counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed as of this 24th day of June, 1992.

LENDER:

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA, a
Massachusetts corporation

By: 

W.P.J.

Its: Assistant Treasurer

BORROWER:

INVERNESS FAMILY MEDICAL CENTER
PARTNERS, LTD.,

By its general partner,
Colonial Properties Management
Association, a general partnership,
by its partners

By: Thomas J. Lowch

By: [Signature]

By: [Signature]

COMMONWEALTH OF MASSACHUSETTS)
WORCESTER COUNTY)

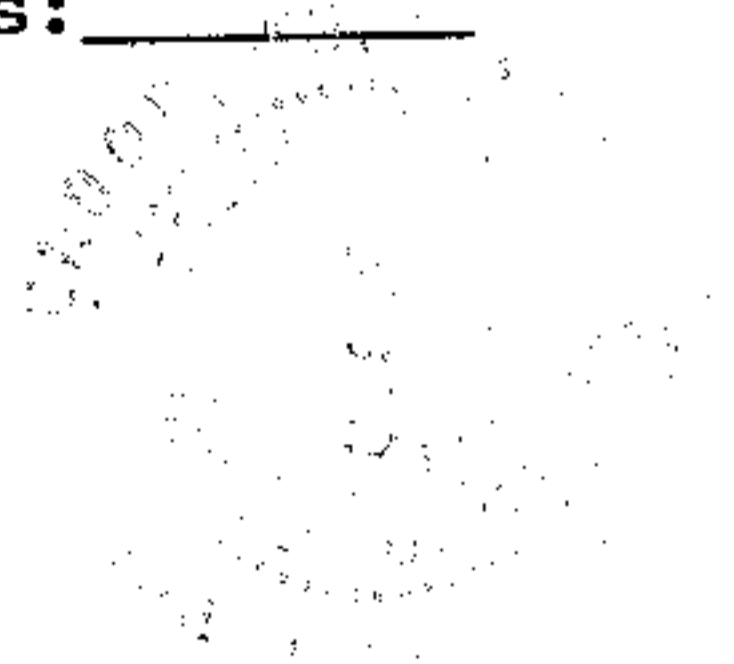
I, the undersigned, a Notary Public in and for said County in
said State, hereby certify that Rene J. Labonte, whose name
as Assistant Treasurer of State Mutual Life Assurance
Company of America, a Massachusetts corporation, is signed to the
foregoing instrument and who is known to me, acknowledged before
me on this day that, being informed of the contents of this
instrument, 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 30th day of
June, 1992.

Walter F. Weldon, Jr.

Notary Public
My commission Expires: _____

Walter F. Weldon, Jr. Notary Public
My Commission Expires October 16, 1992



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas H. Souder, whose name as a partner of Colonial Properties Management Association, a general partnership, a partner of Inverness Family Medical Center Partners, 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 partner, executed the same voluntarily for and as the act of said partnership in its capacity as general partner of Inverness Family Medical Center Partners, Ltd.

Given under my hand and official seal this 11th day of June, 1992.

Cheryl J. Hawkins
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
My commission Expires: Nov. 18, 1995.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.
My commission Expires: _____

STATE OF ALABAMA)
Montgomery COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert E. Louder, whose name as a partner of Colonial Properties Management Association, a general partnership, a partner of Inverness Family Medical Center Partners, 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 partner, executed the same voluntarily for and as the act of said partnership in its capacity as general partner of Inverness Family Medical Center Partners, Ltd.

Given under my hand and official seal this 17th day of June, 1992.

James R. Skipper
Notary Public
My commission Expires: JUN 24, 1995

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James K. Lowder, whose name as a partner of Colonial Properties Management Association, a general partnership, a partner of Inverness Family Medical Center Partners, 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 partner, executed the same voluntarily for and as the act of said partnership in its capacity as general partner of Inverness Family Medical Center Partners, Ltd.

Given under my hand and official seal this 17th day of June, 1992.

James R. Skippie

Notary Public
My commission Expires ~~MY COMMISSION EXPIRES~~ JUNE 24, 1995

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10:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 21.50