

SUPPLEMENTAL MORTGAGE

THE STATE OF ALABAMA

§

KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF SHELBY

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THAT THE UNDERSIGNED, NATHANIEL CHASE MORGAN, JR. a/k/a NIEL C. MORGAN (hereinafter called "Borrower"), whose mailing address is 2000 West Loop South, Suite 2020, Houston, Texas 77027, for and in consideration of the debt hereinafter described, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto RIVER OAKS BANK of Harris County, Texas (hereinafter called "Bank"), and unto its successors and assigns, forever, all and singular the property situated in the County of Shelby and State of Alabama, being described on Exhibit "A" attached hereto and also described in the following instrument:

Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated July 3, 1992, executed by Borrower in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 1992-17965.

The foregoing Mortgage is hereinafter called the "Prior Mortgage."

This conveyance is made to secure and enforce the payment of a promissory note (hereinafter referred to as "Mason Best Note") described as follows:

Promissory Note [Mason Best Note] dated July 3, 1992 in the original principal amount of \$1,600,000.00, bearing interest and providing for maturity as set forth therein, executed by Borrower and payable to the order of Bank.

The Prior Mortgage is supplemented and amended so as to convey and cover all of the property described herein and to secure all of the indebtedness and obligations described herein, in addition to the indebtedness and obligations described in the Prior Mortgage, as though said Prior Mortgage were rewritten. All references to the "Note" in the Prior Mortgage shall be deemed to refer to each of the \$1,821,843.75 promissory note described in the Prior Mortgage (the "Land Note") and the Mason Best Note herein described, individually and collectively. All references to the "Loan" in the Prior Mortgage shall be deemed to refer to each of the loan evidenced by the Mason Best Note and the loan evidenced by the Land Note, individually and collectively. Further, all terms and conditions of the Prior Mortgage are incorporated herein as if fully set forth.

Inst # 1992-19441

09/09/1992-19441

11:35 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MCD 2414.00

Cahaba Title

None of the rights, titles, liens, interest, securities, or equities existing or to exist under said Prior Mortgage in law or in equity are or shall be in anywise released, diminished, impaired, or affected hereby. Said Prior Mortgage as supplemented and amended hereby is recognized to be still in full force and effect insofar as to cover all of the properties described therein and all rights and liens existing and to exist under said Prior Mortgage, as supplemented and amended hereby, are renewed, extended, carried forward, and conveyed to secure any and all indebtedness of Borrower to Bank.

Borrower expressly covenants, represents, and warrants that Borrower is the owner and holder of good and valid title to all of said properties, free and clear of all liens and encumbrances other than those existing unto and in favor of Bank and that Borrower has the absolute, unrestricted right and authority to mortgage, assign, and convey all of the said mortgaged properties and any proceeds resulting therefrom to Bank.

EXECUTED on this the 28th day of August, 1992, but to be effective as of July 3, 1992.



NATHANIEL CHASE MORGAN, JR. a/k/a
NIEL C. MORGAN

"BORROWER"

RIVER OAKS BANK

By:



Name: Frank D. Heuszel
Title: Vice President

"BANK"

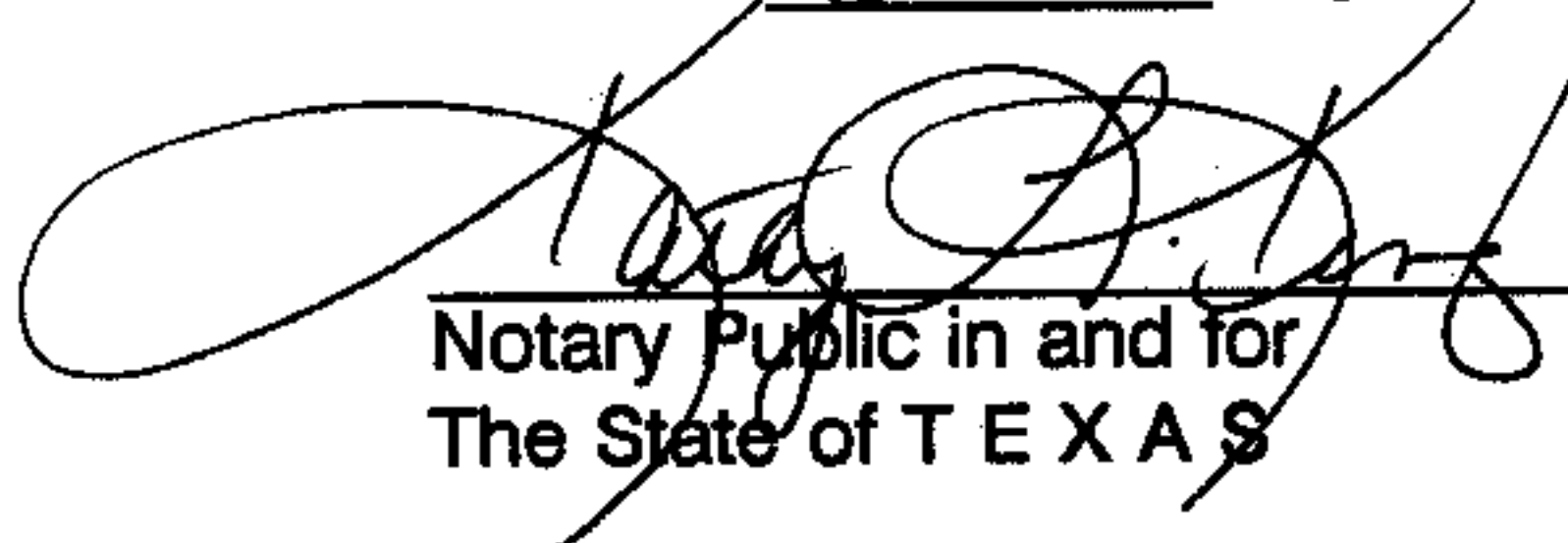
THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

I, Kathy L. King, a notary public in and for said county in said state, hereby certify that NATHANIEL CHASE MORGAN, JR. a/k/a NIEL C. MORGAN, whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of August, 1992.


Notary Public in and for
The State of T E X A S

My Commission Expire: 12-20-92

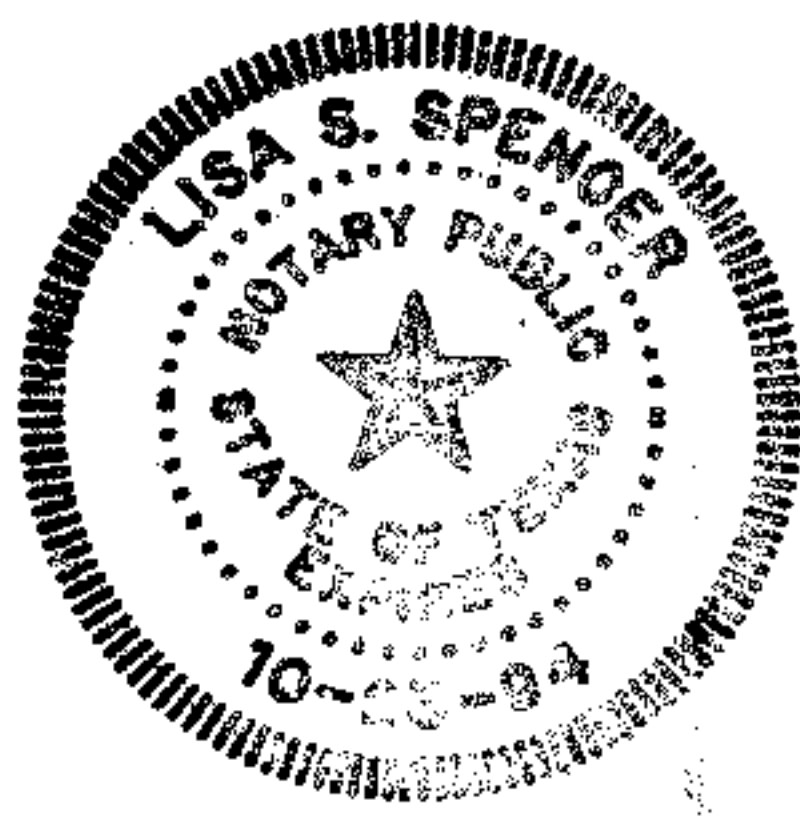
THE STATE OF TEXAS §

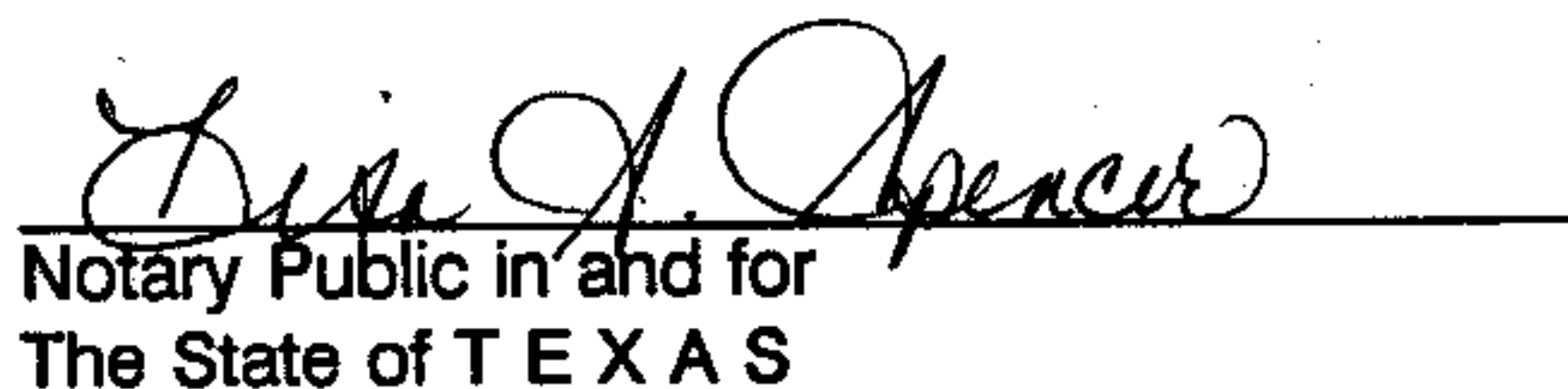
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COUNTY OF HARRIS §

I, Lisa S. Spencer, a notary public in and for said county in said state, hereby certify that Frank D. Heuszel, whose name as Vice President of RIVER OAKS BANK, a Texas bank, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 1992.




Notary Public in and for
The State of T E X A S

My Commission Expire: 10-23-94

EXHIBIT A

Description of Property

A parcel of land located in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: commence at the northeast corner of the southwest one quarter of Section 31, Township 19 South, Range 2 West; thence run in a westerly direction along the northern line of said quarter section for a distance of 301.28 feet to the point of beginning. From the point of beginning thus obtained, thence turn an angle to the left of 51 degrees 49 minutes 38 seconds and run in a southwesterly direction for a distance of 524.90 feet; thence turn an angle to the right of 15 degrees 42 minutes 53 seconds and run in a southwesterly direction for a distance of 15.00 feet; thence turn an angle to the left of 102 degrees 10 minutes 58 seconds and run in a southeasterly direction for a distance of 195.60 feet; thence turn an angle to the right of 13 degrees 53 minutes 06 seconds and run in a southeasterly direction for a distance of 185.50 feet; thence turn an angle to the right of 3 degrees 06 minutes 00 seconds and run in a southeasterly direction for a distance of 201.40 feet; thence turn an angle to the right of 3 degrees, 14 minutes 59 seconds and run in a southeasterly direction for a distance of 894.19 feet to the northwesterly right-of-way line of Alabama Highway 119; thence turn an angle to the left of 93 degrees 40 minutes 31 seconds and run in a northeasterly direction along said right-of-way for a distance of 218.06 feet; thence turn an angle to the left of 30 degrees 22 minutes 07 seconds and run in a northeasterly direction for a distance of 115.53 feet; thence turn an angle to the right of 30 degrees 30 minutes 06 seconds and run in a northeasterly direction for a distance of 676.45 feet; thence turn an angle to the left of 88 degrees 06 minutes 12 seconds and run in a northwesterly direction for a distance of 1379.89 feet along the southeast boundary line of Block 1 of Cahaba Valley Park North; thence turn an angle to the left of 60 degrees 14 minutes 01 seconds and continue along said boundary line in a westerly direction for a distance of 1120.29 feet; thence turn an angle to the left of 93 degrees 29 minutes 25 seconds and run in a southerly direction for a distance of 105.38 feet to a point on the northern line of the southwest one-quarter of said section; thence turn an angle to the left of 86 degrees 34 minutes 12 seconds and run in an easterly direction along said quarter-line for a distance of 542.52 feet to the point of beginning. Said parcel contains 1,572,694 square feet or 36.1041 acres.

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