

Reference is hereby made to
Second Priority Mortgage and
Security Agreement recorded in
Deed Book 54, Page 316 in the
Probate Office of Shelby County,
Alabama

THIRD MODIFICATION AGREEMENT -
HUNTERS POINTE SECOND PRIORITY
MORTGAGE AND SECURITY AGREEMENT,
HUNTERS POINTE SECOND PRIORITY COLLATERAL
ASSIGNMENT OF LEASE OR LEASES AND RENTS,
AND HUNTERS POINTE SECOND PRIORITY ASSIGNMENT
OF BORROWER'S INTEREST IN CONTRACT DOCUMENTS

Inst # 1994-01454

THIS THIRD MODIFICATION AGREEMENT, made as of the 30th of
September 1993, between FPI BIRMINGHAM, LTD., an Alabama limited
partnership whose sole general partners are Avron B. Fogelman and
Fogelman Properties, Inc., a Tennessee corporation (hereinafter
called "Mortgagor"), and CITICORP REAL ESTATE, INC., a Delaware
corporation whose address is 400 Perimeter Center Terrace, Suite
600, Atlanta, DeKalb County, Georgia 30346 (hereinafter called
"Mortgagee");

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered
that certain Second Priority Mortgage and Security Agreement dated
as of December 1, 1985 by Mortgagor in favor of Mortgagee (as
amended, the "Mortgage"), recorded at Book 054, Page 316, Shelby
County, Alabama Records, and as modified and amended by that
certain First Modification Agreement - Hunters Pointe Second
Priority Mortgage dated as of July 31, 1990 by Mortgagor in favor
of Mortgagee, recorded at Book 302, Page 963, aforesaid records, as
further modified and amended by that certain Second Modification
Agreement - Hunters Pointe Second Priority Deed to Secure Debt and
Security Agreement, Hunters Point Second Priority Collateral
Assignment of Lease or Leases and Rents, and Hunters Pointe Second

This instrument prepared by and should be returned to:

Karen Comeau McDade, Esq.

Minkin & Snyder

One Buckhead Plaza, Suite 1100

3060 Peachtree Road

Atlanta, Georgia 30305

10141361994-01454
12:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 24.50

Priority Assignment of Borrower's Interest in Contract Documents, dated July 16, 1993, recorded at Instrument No. 1993-23529, aforesaid records (the "Second Amendment"), which Mortgage was given to secure certain obligations of Mortgagor to Mortgagee under the terms of the "Reimbursement Agreement," as defined in the Mortgage, and other sums payable as described in the Mortgage; and

WHEREAS, on July 16, 1993, Mortgagor and Country Squire, Ltd., FPI Louisville, Ltd., Old Hickory, Ltd., Stewarts Ferry, Ltd. and Watergrove, Ltd. (collectively, the "Borrowers") made and executed that certain Six Bond Revolving Credit Note in favor of Beneficiary, in the original principal amount of \$600,000.00, as amended on even date herewith to increase the principal amount available to \$1,200,000.00 (as amended, the "Six Bond Revolving Credit Note"), and have entered into that certain Six Bond Revolving Credit Agreement with Beneficiary, as amended on even date herewith (as amended, the "Six Bond Revolving Credit Agreement") (collectively, the Six Bond Revolving Credit Note and the Six Bond Revolving Credit Agreement, both as amended, and with all other documents evidencing or securing the Six Bond Revolving Credit Note, are hereinafter referred to as the "Six Bond Revolving Credit Documents"), pursuant to which Mortgagor has the right to borrow sums for use in connection with the Secured Premises (as defined in the Mortgage) subject to the terms of the Revolving Credit Documents; and

WHEREAS, Mortgagor executed and delivered that certain Second Priority Collateral Assignment of Lease or Leases and Rents dated as of December 1, 1985 in favor of Mortgagee, recorded at Deed Book 054, Page 362, aforesaid records, as modified and amended by that certain First Modification Agreement - Hunters Pointe Second Priority Assignment of Leases dated as of July 31, 1990, recorded at Deed Book 302, Page 985, aforesaid records, as further modified by the Second Amendment (as modified and amended, the "Assignment of Leases"); and

WHEREAS, Mortgagor executed and delivered that certain Second Priority Assignment of Borrower's Interest in Contract Documents dated as of December 1, 1985 in favor of Mortgagee, as modified by that certain First Modification Agreement - Hunters Pointe Second Priority Assignment of Contract Rights dated as of July 31, 1990, as further modified by the Second Amendment (as modified and amended, the "Assignment of Contract Documents"). The Assignment of Leases and Assignment of Contract Documents are hereinafter collectively referred to as the "Collateral Documents"); and

WHEREAS, contemporaneously with the execution herewith, the terms and provisions of the Reimbursement Agreement (as defined in the Mortgage) are being modified and amended; and

WHEREAS, Mortgagor and Mortgagee wish to reflect that the terms of the Reimbursement Agreement as modified and amended shall

continue to be secured by the Mortgage, and wish to reflect other agreements between Mortgagor and Mortgagee, as set forth herein;

NOW, THEREFORE, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) in hand paid and other considerations hereinafter set forth and set forth in the Reimbursement Agreement, as modified, receipt whereof is hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

1.

The Mortgage is hereby modified and amended, as of the date hereof, to provide the term "Reimbursement Agreement" as set forth on page 5 thereof shall hereinafter be deemed to refer that certain Letter of Credit, Indemnity and Reimbursement Agreement dated as of December 1, 1985 by and between Mortgagor and Mortgagee, as the same has been modified and amended by that certain First Modification Agreement - Birmingham Reimbursement Agreement dated as of December 1, 1988 by and between Mortgagor and Mortgagee, as further modified and amended by that certain Second Modification Agreement - Birmingham Reimbursement Agreement dated as of February 1, 1989 by and between Mortgagor and Mortgagee, as further modified and amended by that certain Third Modification Agreement - Hunters Pointe Reimbursement Agreement dated July 31, 1990 by and among Mortgagor, Mortgagee and Avron B. Fogelman, a resident of Memphis, Tennessee, as "Guarantor" thereunder, and as further amended by that certain Fourth Modification Agreement - Hunters Pointe Reimbursement Agreement dated July 16, 1993 by and among Mortgagor, Mortgagee and Avron B. Fogelman, as further amended by that certain Fifth Modification Agreement - Hunters Pointe Reimbursement Agreement of even date herewith, as the same may be hereafter modified and amended. All references in the Mortgage to the term "Reimbursement Agreement" shall be deemed to refer to the Reimbursement Agreement as so modified and amended.

2.

The Mortgage is hereby modified and amended, as of the date hereof, to provide that the term "Secured Indebtedness" (as defined in the Mortgage) shall hereafter be deemed to include Mortgagor's Six Bond Revolving Credit Obligations (as defined in the Second Amendment), as such are modified and amended on even date herewith.

3.

The title of the Second Amendment is hereby modified and amended by deleting the phrase "Deed to Secure Debt" and replacing it with the term "Mortgage", effective as of July 16, 1993.

4.

The Collateral Documents are hereby modified and amended to reflect that the Reimbursement Agreement and the Mortgage have been amended as heretofore described, and to reflect that the indebtedness for which the Collateral Documents have been given has been increased as described herein.

5.

Except as modified and amended hereby, the Mortgage shall remain in full force and effect without change and all provisions thereof, as modified and amended hereby, are hereby ratified and confirmed by Mortgagor. All references to this Mortgage in the Reimbursement Agreement or in any other instrument establishing security for or relating to the obligations under the Reimbursement Agreement shall be deemed to refer to the Mortgage as herein modified and amended. Time is of the essence of the Mortgage.

6.

This Third Modification Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

7.

This Third Modification Agreement shall be construed under and governed by the laws of the State of Alabama.

[Executed on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Third Modification Agreement to be executed and sealed, the day and year first above written.

MORTGAGOR:

FPI BIRMINGHAM, LTD.,
an Alabama limited partnership

By:

Avron B. Fogelman (SEAL)
Avron B. Fogelman,
General Partner

Karen C. McDade
[Signature]

Witness

Laura B. Kula
Witness

By: Fogelman Properties, Inc.,
a Tennessee corporation,
General Partner

By:

Avron B. Fogelman
Avron B. Fogelman,
President

[CORPORATE SEAL]

MORTGAGEE:

CITICORP REAL ESTATE, INC.

By:

[Signature]
Vice President

Karen C. McDade
Witness

Laura B. Kula
Witness

[CORPORATE SEAL]

STATE OF GA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that AVRON B. FOGELMAN, whose name as General Partner of FPI BIRMINGHAM, 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 thereof, he, in his capacity as such General Partner as aforesaid, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official notarial seal on this the 30th day of September, 1993.


Notary Public

My Commission Expires:

 6, 1994

STATE OF GA
COUNTY OF FULTON

Notary Public, DeKalb County, Georgia.
My Commission Expires February 6, 1994

I, the undersigned, a Notary Public in and for said State and County, hereby certify that AVRON B. FOGELMAN, whose name as President of FOGELMAN PROPERTIES, INC., a Tennessee corporation, is signed to the foregoing instrument as General Partner of FPI BIRMINGHAM, LTD., and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, in his capacity as President of such General Partner, as aforesaid, executed the same voluntarily for and as the act of said corporate, general partner on the day the same bears date.

Given under my hand and official notarial seal on this the 30th day of September, 1993.


Notary Public

My Commission Expires

 6, 1994

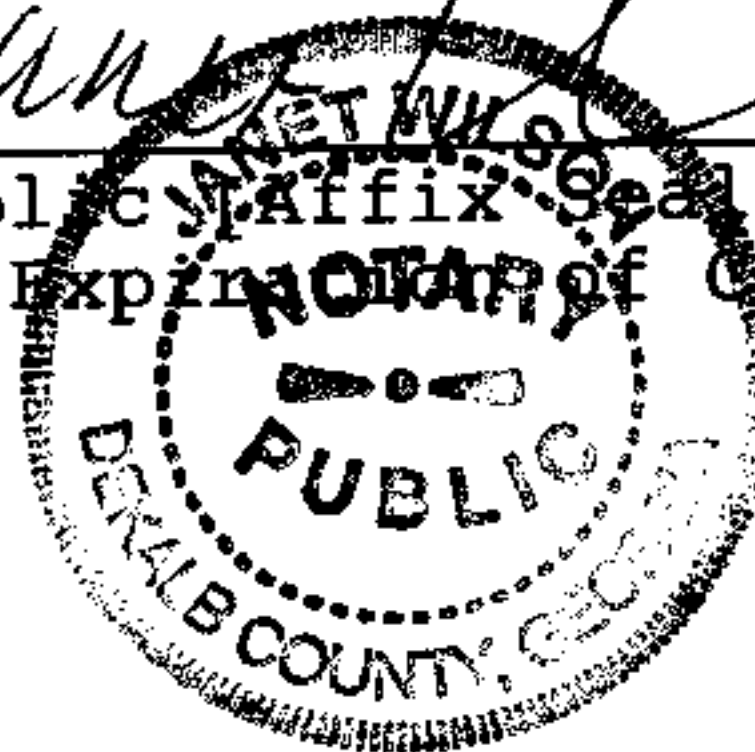
Notary Public, DeKalb County, Georgia.
My Commission Expires February 6, 1994

STATE OF GA
COUNTY OF FULTON

I, Janet Wilson a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronaldt Schumir, personally known to me to be the Vice President of CITICORP REAL ESTATE, INC. whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument of writing as Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of September, 1993.

Janet Wilson
Notary Public [Affix Seal and State
Date of Expiration of Commission]



Notary Public, DeKalb County, Georgia.
My Commission Expires February 1994

Inst # 1994-01454

01/13/1994-01454
12:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 24.50