

79435-B

This instrument prepared by
and after recording return to:

Jack Edelbrock
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
312/782-0600

Inst # 1994-01696

FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called the "Amendment") is made as of January 12, 1994 by and between: HARBERT PROPERTIES CORPORATION, a corporation duly organized and validly existing under the laws of the State of Alabama (herein, together with its successors and assigns, the "Mortgagor"), having its office at One Riverchase Parkway South, P.O. Box 1297, Birmingham, Alabama 35244; and CONTINENTAL BANK N.A. ("Continental"), a national banking association, as agent for itself and each Person who may from time to time be a Lender under the below-defined Agreement (the "Lenders") (herein in such capacity as Agent, together with its successors and assigns in such capacity, called the "Mortgagee"), having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697.

R E C I T A L S

WHEREAS, HARBERT CORPORATION, a Delaware corporation (the "Parent"), HARBERT INTERNATIONAL, INC., a Delaware corporation (the "Company"); and, together with the Parent, the "Borrowers") are party to that certain Credit Agreement dated as of March 26, 1991, as amended to date (the "Original Credit Agreement") among the Borrowers, various financial institutions as Lenders (the "Original Facility Lenders") and Continental, as agent for the Original Lenders (the "Original Facility Agent"); and

WHEREAS, the Borrowers are party to that certain New Facility Credit Agreement dated as of April 27, 1992, as amended to date (the "New Facility Agreement") among the Borrowers, the various financial institutions party thereto as Lenders (the "New Facility Lenders") and Continental as Agent (the "New Facility Agent"); and

WHEREAS, contemporaneously with the execution and recordation of this Amendment, the Borrowers and Lender will amend, restate and consolidate the Original Credit Agreement and the New Facility Agreement on the terms and conditions set forth in that certain

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Continental Bank

Amended and Restated Credit Agreement, dated as of even date herewith (as it may from time to time be amended, restated or otherwise modified, the "Agreement"), by and among Continental, as Agent and Lender, and Borrowers to, among other things, set forth the terms and conditions under which Revolving Loans in a maximum aggregate principal amount at any one time not to exceed \$18,500,000 and Bridge Loans in the maximum aggregate principal amount of \$25,000,000 will hereafter be made to the Borrowers; it being the intention of the Borrowers, the Lenders and the Agent that the Agreement and the Loan Documents executed in connection therewith not effect a novation of the obligations of the Borrowers under the Original Credit Agreement and the New Facility Agreement but merely a restatement and, where applicable, an amendment of the terms governing such obligations hereafter. Any capitalized term that is not specifically defined in this Amendment or the Original Mortgage (as such term is hereinafter defined), but is defined in the Agreement, shall have the same meaning for purposes of this Amendment and the said Original Mortgage as amended hereby as it has for purposes of the Agreement.

WHEREAS, Mortgagor is an indirect, wholly-owned Subsidiary of Parent; and

WHEREAS, the Loans arising under the Original Credit Agreement are secured by certain collateral, including, without limitation, that certain Future Advance Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (herein sometimes called the "Original Mortgage") made as of March 19, 1993 by Mortgagor encumbering certain real property described in Exhibit A hereto, which Original Mortgage was recorded on March 26, 1993 in the records of the Shelby County Judge of Probate as Instrument Number 1993-08142 and Continental, as Agent and Lender, has required, as a condition to entering into the Agreement, that this Amendment be executed and recorded to evidence the agreement that the Mortgage will secure the Revolving Loans and Bridge Loans and the other Obligations under the Agreement; and

NOW THEREFORE, for and in consideration of the Lender's executing and delivering the Agreement, and for \$10.00 in hand paid by Mortgagee to the Mortgagor and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of the principal and interest payable in respect of the Notes, as hereinafter defined, and all other Liabilities, as hereinafter defined, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, the Company or the Parent, and the payment of all charges incurred herein by Mortgagee on account of Mortgagor or the Parent, including, but not limited to, attorneys' fees, and

the payment of any and all other Obligations, and the performance of all and singular the covenants, conditions and agreements in the Original Mortgage, in the said Notes, in the Agreement and in the other Loan Documents, the parties hereto agree as follows:

I. Each of the foregoing Recitals is true and correct.

II. The Original Mortgage is hereby amended as follows:

II.1. The Recitals and Granting Clause of the Original Mortgage up to but not including the heading "I. COVENANTS AND AGREEMENTS OF THE MORTGAGOR" are hereby amended and restated to read in their entirety as follows:

"R E C I T A L

"A. The Borrowers; Original Agreement. HARBERT CORPORATION, a Delaware corporation (the "Parent"), HARBERT INTERNATIONAL, INC., a Delaware corporation (the "Company"; and, together with the Parent, the "Borrowers") are party to that certain Credit Agreement dated as of March 26, 1991, as amended to date (the "Original Credit Agreement") among the Borrowers, various financial institutions as Lenders (the "Original Facility Lenders") and Continental Bank N.A., as agent for the Original Lenders (the "Original Facility Agent"); and

"B. New Facility Agreement. The Borrowers are party to that certain New Facility Credit Agreement dated as of April 27, 1992, as amended to date (the "New Facility Agreement") among the Borrowers, the various financial institutions party thereto as Lenders (the "New Facility Lenders") and Continental Bank N.A. as Agent (the "New Facility Agent"); and

"C. The Agreement; No Novation. The Borrowers and Lender have amended, restated and consolidated the Original Credit Agreement and the New Facility Agreement on the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of even date herewith (as it may from time to time be amended, restated or otherwise modified, the "Agreement"), by and among Continental as Agent and Lender and Borrowers to, among other things, set forth the terms and conditions under which Revolving Loans in a maximum aggregate principal amount at any one time not to exceed \$18,500,000 and Bridge Loans in the maximum aggregate principal amount of \$25,000,000 will remain outstanding as substitutions for presently outstanding notes given pursuant to the Original Credit Agreement and the New Facility Agreement or hereafter to be made to the Borrowers; it being the intention of the Borrowers, the Lender and the Agent that the Agreement and the Loan Documents executed in connection therewith not effect a novation of the obligations of the Borrowers under the Original Credit Agreement and the New Facility Agreement but merely a

restatement and, where applicable, an amendment of the terms governing such obligations hereafter. Any capitalized term that is not specifically defined in the Mortgage, but that is defined in the Agreement shall have some meaning for purposes of this Mortgage as it has for purposes of the Agreement.

"D. Relationship of Mortgages and Borrowers. Mortgagor is an indirect, wholly-owned Subsidiary of Parent; and

"E. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) the principal of and interest on, and any and all other amounts which may at any time be or become due or owing under the "Notes" (for purposes hereof, the term "Notes" shall mean and include (a) the certain promissory note or notes executed by Borrowers pursuant to the Agreement to evidence the obligation of the Borrowers with respect to the Revolving Loans in a principal amount not to exceed \$18,500,000.00 and (b) the certain promissory note or notes executed by Borrowers pursuant to the Agreement to evidence the obligation of the Borrowers with respect to the Bridge Loans in a principal amount not to exceed \$25,000,000.00; as each may be from time to time amended, modified, supplemented, extended or restated); (ii) all indebtedness of any kind arising under, and all amounts of any kind which may at any time be or become due or owing to the Mortgagee or any Lender under or with respect to the Agreement including without limitation, the Obligations (as that term is defined in the Agreement) or the Loan Documents (defined for purposes hereof as in the Agreement); (iii) all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor and the Borrowers in, under or pursuant to the Agreement, the Notes, this Mortgage, the Collateral Documents and all of the other Loan Documents; (iv) any and all advances, costs or expenses paid or incurred by the Mortgagee or any Lender pursuant to the Loan Documents to protect any or all of the Collateral (defined hereinafter), perform any obligations of the Mortgagor hereunder or collect any amount owing to the Mortgagee or any Lender which is secured hereby; (v) any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or non-recourse, now or hereafter existing or due or to become due, owing by the Mortgagor or the Borrowers to the Mortgagee or any Lender in connection with the Agreement, the Notes or the Loan Documents (provided, however, that the maximum aggregate amount included within the Liabilities on account of principal shall not exceed the sum of \$2,500,000.00); (vi) interest on all of the foregoing; and (vii) all costs of enforcement and collections of the Notes, this Mortgage and the Collateral Documents, and the other documents, instruments, obligations and liabilities described hereinabove. Any future advances under the Notes, whether obligating or made at the option of the Mortgagee, shall be secured by this Mortgage, and shall be entitled to the

same priority as if such future advances were made on the date hereof.

"F. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following and all right, title and interest of the Mortgagor in and to all of the following:

"i) Real Estate. All of the Mortgagor's present and future right, title and interest in and to the land described on Exhibit A attached hereto (the "Land"), together with all and singular of the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all of Mortgagor's development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing are herein referred to collectively as the "Real Estate");

"ii) Improvements and Fixtures. All buildings, structures, replacements, fixtures, fittings and other improvements, if any, of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Mortgagor, together with all building or construction materials located on the Real Estate pursuant to Contracts for Construction (hereafter defined), fittings and fixtures of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate or any Improvement and owned or purported to be owned by the Mortgagor, including all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing are herein referred to collectively as the "Improvements");

"iii) Rents. All of the Mortgagor's rights, titles and interest in and to all rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Premises (defined hereafter) (all of the foregoing are herein collectively called the "Rents");

"iv) Leases. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at

any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing are herein referred to collectively as the "Leases");

"v) Plans. All rights of the Mortgagor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with construction of improvements and maintenance of the Premises (all of the foregoing are herein called the "Plans");

"vi) Contracts for Construction or Services. All rights of the Mortgagor, if any, under any contracts executed by the Mortgagor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with the construction of improvements on and maintenance of the Premises, including any architect's contract (all of the foregoing are herein referred to collectively as the "Contracts for Construction");

"vii) Contracts for Sale or Financing. All rights of the Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has or may hereafter have, with the prior written consent of the Mortgagee, obtained the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing are herein referred to collectively as the "Contracts for Sale"); and

"viii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Premises, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing, excluding however any personal property at any time located on or in any portion of the Premises. (All of the Real Estate, and the Improvements, and any other property which is real estate under Applicable Law, are sometimes referred to collectively herein as the "Premises".)

"G R A N T

"NOW THEREFORE, for and in consideration of the execution and delivery of the Agreement, and loans, advances or other financial accommodations to or for the benefit of the Mortgagor or the Borrower under a pursuant to the Agreement and in consideration of the various agreements contained herein, in the Notes, the Agreement, the other Loan Documents and any other Collateral Documents, and for \$10.00 in hand paid by Mortgagee to the Mortgagor and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Mortgagor,

and in order to secure the full, timely and proper payment and performance of the principal and interest payable in respect of the Notes and all other Liabilities, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor or the Borrowers, and the payment of all charges incurred herein by Mortgagee on account of Mortgagor or the Borrowers, including, but not limited to, attorneys' fees, and the payment of any and all other Liabilities, and the performance of all and singular the covenants, conditions and agreements in this Mortgage, in the Notes, in the Agreement and in the other Loan Documents,

"THE MORTGAGOR HAS BARGAINED AND SOLD AND HEREBY GRANTS, BARGAINS, SELLS AND CONVEYS THE PREMISES TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO THE MORTGAGEE AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS FOR THE BENEFIT OF THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS A CONTINUING LIEN ON, AND SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

"TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

"PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrowers or the Mortgagor shall fully pay or cause to be fully paid to the Mortgagee the principal and interest payable in respect of the Notes and all other Liabilities, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor or the Borrowers, and shall pay all charges incurred herein by Mortgagee on account of Mortgagor or the Borrowers, including, but not limited to, attorneys' fees, and shall pay any and all other Liabilities, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Notes, in the Agreement and in the other Loan Documents expressed to be kept, performed, and observed by or on the part of the Mortgagor or Borrowers, all without fraud or delay, and the Mortgagee and the other Lenders under the Agreement have no further obligation (whether contingent, conditional or otherwise) to make any advance, disbursement or payment of any kind or to extend any credit under or with respect to the Agreement, then this Mortgage, and all the properties, interest, and rights hereby granted, bargained, sold and conveyed

shall cease, terminate and be void, but shall otherwise remain in full force and effect.

"The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale that at the execution and delivery hereof:

"1. Each of the foregoing Recitals is true, correct and complete.

"2. Subject to the Permitted Exceptions as defined below, the Mortgagor is the owner of the Land free of any encumbrances and of the lawful claims of any other party and Mortgagor further agrees to warrant and defend the Land against all and every person or persons lawfully claiming or who may claim the same or any part thereof.

"3. That the Collateral is free from all encumbrances whatsoever (and any claim of any other person thereto) other than the "Permitted Exceptions." "Permitted Exceptions" refers to (i) matters expressly permitted by Sections 7.2.3 and 7.2.11 of the Agreement, (ii) the matters set forth on that certain Commitment for Title Insurance issued by First American Title Insurance Company as Policy Number 79435-B dated March 16, 1993, (iii) mineral and mining rights to the extent not owned by the Mortgagor and (iv) such other matters to which the Mortgagee shall specifically consent in writing.

"4. That it has good and lawful right to mortgage the Collateral.

"5. Subject to the Permitted Exceptions as defined above, that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever."

II.2. All references to the "Credit Agreement", or terms of like import shall hereafter be deemed references to the Agreement.

II.3. The term "Notes" as used in the Original Mortgage shall hereafter refer, collectively, to the Notes as defined in the amended Recitals appearing in Section II.1 above.

III. All references in the Original Mortgage to "the Mortgage" shall be deemed references to such document as amended hereby and as it may from time to time be further amended, modified, supplemented or restated.

IV. The Mortgagor and the Mortgagee expressly agree that this Amendment shall not effect a novation of the Loans, the Notes or

any of the Liabilities (as defined in the Original Mortgage) or the Mortgage or of any of the obligations of the Borrowers under the Original Credit Facility and the New Facility Agreement.

V. The Mortgagor confirms for the benefit of the Lender and the Agent that the Original Mortgage as amended hereby, shall continue to secure the Liabilities as herein above defined in this Amendment.

VI. Except as herein amended, each of the parties hereto reaffirms, ratifies and confirms all of the terms, conditions, agreements, representations and provisions set forth in the Original Mortgage.

VII. This Amendment shall be a contract under and governed by the internal laws of the state where the Premises are located.

VIII. (a) The Mortgagor and Mortgagee intend and agree that the indebtedness secured hereby will periodically and from time to time increase and decrease as provided in the Agreement. The Mortgagor and the Mortgagee further expressly agree that should all monies advanced to the Mortgagor pursuant to the Agreement be totally repaid and the balance owing to the Mortgagee be reduced to zero at any time or from time to time, the Mortgage shall not become null or void by operation of law or otherwise, but shall instead, unless the Mortgage shall be subject to release by its terms, remain in full force and effect and shall retain its priority position of record until the termination of the Agreement and of all obligations of the Mortgagee to make any advances or disbursements thereunder and the full payment and satisfaction of the Liabilities.

(b) The Mortgage has been granted to secure future advances and loans from the Mortgagee to or for the benefit of the Mortgagor or its successors and assigns or the Premises (as defined in the Original Mortgage), as provided in the Agreement regardless of whether, at the time or times of such advances, the Mortgagor is then the owner of the Collateral (as defined in the Original Mortgage) or any interest in any part thereof, and costs and expenses of enforcing the Mortgagor's obligations under the Mortgage, the Loan Documents and the Agreement. All advances, disbursements or other payments required by the Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have priority over any and all mechanics' Liens and other Liens and encumbrances arising after this Amendment is recorded.

(c) BY VIRTUE OF THE AMENDMENT AND RESTATEMENT OF THE ORIGINAL CREDIT AGREEMENT AND THE NEW FACILITY AGREEMENT REFERENCED ABOVE, A PORTION OF THE LIABILITIES SECURED BY THE MORTGAGE WILL REPRESENT REVOLVING INDEBTEDNESS. THE FIRST AMOUNTS ADVANCED UNDER

THE AGREEMENT AND THE NOTES SHALL BE DEEMED TO BE THE LAST AMOUNTS REPAYED UNDER THE AGREEMENT AND THE NOTES. NOTWITHSTANDING ANY AND ALL OTHER PROVISIONS OF THIS AMENDMENT OR THE MORTGAGE TO THE CONTRARY, THE MAXIMUM PRINCIPAL AMOUNT SECURED AND WHICH UNDER ANY CONTINGENCY MAY AT ANY TIME HEREAFTER BE SECURED BY THE MORTGAGE IS \$2,500,000 AND ALL PROVISIONS OF THE MORTGAGE AND THIS AMENDMENT SHALL BE READ IN A MANNER CONSISTENT WITH AND NOT IN CONFLICT WITH SUCH LIMITATION. AS OF THE DATE OF RECORDATION OF THIS MORTGAGE, AMOUNTS HAVE BEEN ADVANCED AND ARE OUTSTANDING UNDER THE AGREEMENT WHICH ARE IN EXCESS OF THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THE MORTGAGE AS AFORESAID. THE AMOUNTS SECURED BY THE MORTGAGE SHALL BE DEEMED TO BE THE LAST AMOUNTS REPAYED UNDER THE AGREEMENT, OTHER THAN THE AMOUNTS SECURED BY THE AMENDED AND RESTATED FUTURE ADVANCE MORTGAGE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT, DATED AS OF EVEN DATE WITH THIS AMENDMENT, BETWEEN HARBERT INTERNATIONAL, INC. AND THE MORTGAGEE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY AS INSTRUMENT # 1994 - 01695 (THE "HARBERT INTERNATIONAL MORTGAGE"), WHICH AMOUNTS SECURED BY THE SAID HARBERT INTERNATIONAL MORTGAGE SHALL BE DEEMED TO BE THE LAST AMOUNTS REPAYED UNDER THE AGREEMENT.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Mortgage in Chicago, Illinois on the day and year first above written.

Witness:

Wm. W. Brooke
Name: WILLIAM W. BROOKE

HARBERT PROPERTIES CORPORATION
an Alabama corporation

By: Raymond J. Harbert
Name: RAYMOND J. HARBERT
Title: CHAIRMAN

Address: One Riverchase Parkway South
Birmingham, Alabama 35244
Facsimile No.: (205) 987-5505
Attention: William W. Brooke
Vice President

with a copy to:

Balch & Bingham
1910 Sixth Avenue North
Suite 2600
Birmingham, Alabama 35203
Facsimile No.: (205) 252-1074
Attention: John F. Mandt, Esq.

Accepted:

CONTINENTAL BANK N.A., as Agent
By: Bruce A. Simons
Name: BRUCE A. SIMONS
Title: Senior V.P.

ATTEST: Elena K. Nicholas
Name: Elena K. Nicholas
Title: Banking Officer

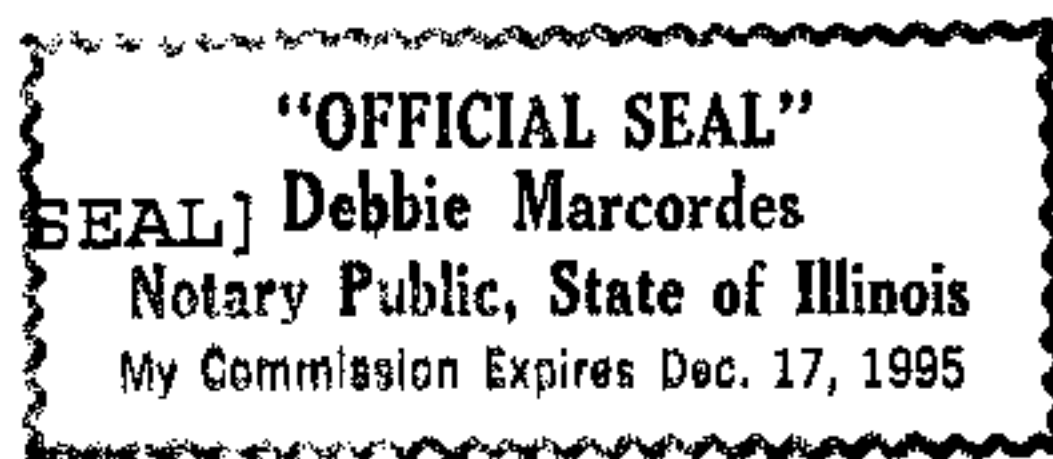
Address: 231 South LaSalle Street
Chicago, Illinois 60697
Facsimile: (312) 987-1974
Attention: Bruce A. Simons

STATE OF)
) SS.
COUNTY OF)

I, Debbie Marcordes the undersigned, a Notary Public in and for said County in said State, hereby certify that Raymond G. Herbert whose name as Chairman of HARBERT PROPERTIES CORPORATION, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said 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 11th day of January, 1994.

[NOTARIAL SEAL]



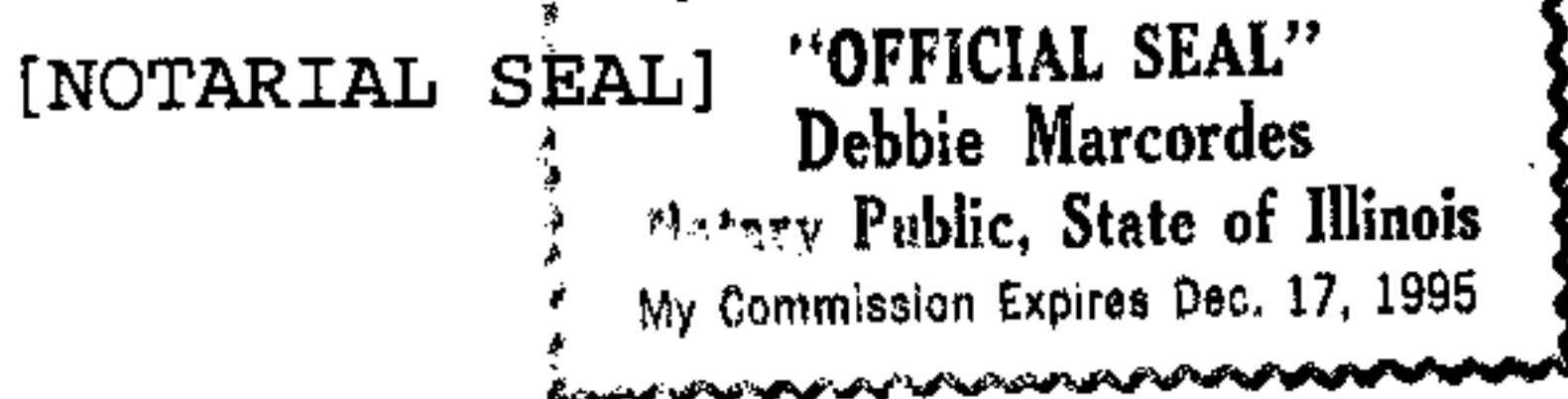
Debbie Marcordes
Notary Public

My commission expires: December 17, 1995

STATE OF)
) SS.
COUNTY OF)

I, Debbie Marcordes, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bruce A. Simons and Elena K. Nicholas, and whose names as Senior Vice President and Banking Officer of CONTINENTAL BANK N.A., a national banking association, in its capacity as Agent as described in said instrument, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said national banking association, in its capacity as such Agent.

Given under my hand and official seal, this 11th day of January, 1994.



Debbie Marcordes
Notary Public

My commission expires: December 17, 1995

EXHIBIT "A"
THE LAND

PARCEL I

All of East 1/2 of SE 1/4 of Section 30, Township 19 South, Range 2 West, lying West of the right of way for Highway I-65 and lying South of the right of way for Shelby County Road No. 17. All of NE 1/4 of NE 1/4 of Section 31, Township 19 South, Range 2 West lying west of the right of way for Highway I-65. All of NE diagonal 1/2 of SE 1/4 of NE 1/4 of Section 31, Township 19 South, Range 2 West, lying west of the right of way for Highway I-65. LESS AND EXCEPT that part of the above described property included in that certain deed recorded in Probate Office of Shelby County, Alabama, in Deed Book 154, Page 285. All being situated in Shelby County, Alabama.

LESS AND EXCEPT Part of the SE 1/4 of the NE 1/4 of Section 31, Township 19 south, Range 2 west, more particularly described as follows: Commence at P.C. Station 13+54.43 on the West line of Block 3 of Cahaba Valley Park North as recorded in Map Book 13 Page 140 in the Probate Office of Shelby County, Alabama; thence run southeasterly along the westerly line of said Block 3 and along the easterly right of way line of Cahaba Valley Parkway for 237.74 feet; thence 90 deg. 00 min. 00 sec. left and northeasterly for 766.75 feet to a point on the easterly line of said Block 3, said point also being the Point of Beginning; thence continue northeasterly along the same course for 291.65 to a point on the westerly right of way line of interstate highway I-65; thence 110 deg. 26 min. 35 sec. right and run southerly along said right of way line for 478.30 feet to a point on east line of said Block 3, said point also being at the angle point of the easterly line of said Block 3 where it diverges westerly from said right of way line; thence 144 deg. 01 min. 18 sec. right and run northwesterly along said easterly line of said Block 3 for 465.17 feet to the Point of Beginning. Said excluded parcel contains 1.50 acres, or 65,354 square feet, more or less.

PARCEL II

All right, title and interest; if any, of the Mortgagor in and to lands within the SE 1/4 of the NE 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, lying South of the South right-of-way line of Shelby County Road No. 17. No warranties of title or right to convey are made concerning the foregoing Parcel II.

Inst # 1994-01696

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