

SECOND MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage"), dated as of June 1, 1994 from Sun Riverchase, Limited Partnership, a California limited partnership, having an address c/o SunAmerica Inc., One SunAmerica Center, Los Angeles, California 90067-6022, Attention: Mr. Alan Nussenblatt, as mortgagor (the "Mortgagor"), to AmSouth Bank N.A., a national banking association, having an address at 1900 5th Avenue North, Birmingham, Alabama 35203, Attention: Properties Department, as mortgagee (the "Mortgagee").

RECITALS

A. Capitalized terms used but not defined otherwise shall have the respective meanings ascribed to such terms in Section 1.01.

B. The Mortgagor has a leasehold interest in the Land pursuant to the Ground Lease and is the owner in fee simple of the Improvements.

C. The Mortgagor has subleased its interest in the Land and leased the Improvements to the Mortgagee, as lessee, pursuant to the Sublease.

D. Pursuant to the Sublease, the Mortgagee has delivered to the Mortgagor a security deposit in the amount of TWO MILLION FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$2,450,000) which amount shall accrue interest during the term of the Sublease in accordance with the provisions of Section 4.04 of the Sublease (said security deposit together with the accrued interest thereon is referred to herein as the "Security Deposit"). Pursuant to § 4.04 of the Sublease, the Mortgagor is obligated to return the Security Deposit to the Mortgagee upon the expiration or earlier termination of the Basic Term of the Sublease, except as otherwise provided in said Section 4.04 of the Sublease. Notwithstanding the foregoing, in the event the Mortgagee exercises its option to renew the Sublease, the Mortgagor has the right to apply the Security Deposit as a credit against the Renewal Rent, as more particularly set forth in Section 4.04(b) of the Sublease.

E. The Mortgagor desires by this Mortgage, among other things, to provide for the deposit, grant, sale, mortgage and pledge by the Mortgagor with and to the Mortgagee of all of the Mortgagor's estate, right, title and interest in and to the Mortgaged Property, in trust, as security for the obligation of the Mortgagor to return the Security Deposit to the Mortgagee as may be required by Section 4.04 of the Sublease.

F. The Mortgagor is the mortgagor under the mortgage created hereby and the Mortgagor is the debtor under the security

06/03/1994-17873
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
027 MCD 3749.50

agreement and fixture filing created hereby. The Mortgagee is the mortgagee under the mortgage created hereby, and the secured party under the security agreement created hereby.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein and to induce the Mortgagee to enter into the Sublease and provide the Security Deposit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and intending to be legally bound, the Mortgagor agrees for the benefit of the Mortgagee under this Mortgage as follows:

GRANTING CLAUSES

TO SECURE THE RETURN TO THE MORTGAGEE if, when and as due and payable of the Security Deposit, in accordance with the provisions of Section 4.04 of the Sublease (the "Security Deposit Obligation"), the Mortgagor hereby mortgages, grants, bargains, sells, aliens, demises, releases, delivers, warrants, pledges, assigns and conveys to the Mortgagee under this Mortgage and its successors and assigns, forever, IN TRUST for the benefit and security of the Mortgagee, a second mortgage lien on and a second priority security interest in the following rights, interests and properties, whether now owned or hereafter acquired (collectively, the "Mortgaged Property"):

GRANTING CLAUSE ONE

All of Mortgagor's right, title and interest in and to the Ground Lease affecting the Land and the leasehold estate created thereby, a memorandum of which Ground Lease recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1994-1786 (the "Land Records") prior to the recording of this Mortgage. If Mortgagor shall acquire the fee title in the Premises or any other estate, title or interest in any part of the Premises or in any property demised by the Ground Lease, or any part thereof, then the lien of this Mortgage shall, without the need for any further documentation, attach to, cover, and be a lien upon such acquired estate, title or interest, and Mortgagor will promptly execute and deliver to Mortgagee any documentation required by Mortgagee confirming the foregoing.

GRANTING CLAUSE TWO

TOGETHER WITH, all right, title and interest of Mortgagor, now or hereafter existing, in and to any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Premises or any part thereof (collectively, the "Improvements"; Mortgagor's right, title and

interest in, to and under the Ground Lease, the leasehold estate created thereby, the Declaration (hereinafter defined) and the Improvements hereinafter collectively referred to as the "Property").

GRANTING CLAUSE THREE

TOGETHER WITH, all right, title and interest of Mortgagor, now or hereafter existing, in and to (a) all modifications, extensions and renewals of the Ground Lease; (b) all rights of Mortgagor to renew or extend the term of the Ground Lease; (c) all rights of Mortgagor to cancel, surrender or terminate the Ground Lease or the leasehold estate created thereby, whether such rights be contractual, statutory or otherwise; and (d) all other credits, security deposits, options, privileges and rights granted and demised to Mortgagor under the Ground Lease.

GRANTING CLAUSE FOUR

TOGETHER WITH, all right, title and interest of Mortgagor in, to and under that certain Declaration of Covenants, Easements and Restrictions dated the date hereof (the "Declaration") by Fee Owner, which is intended to be recorded in the Land Records prior to the recording of this Mortgage, and all other easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, zoning rights and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way belonging, relating or pertaining to the Mortgaged Property or any part thereof, and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Mortgaged Property and every part and parcel thereof, with the appurtenances thereto.

GRANTING CLAUSE FIVE

TOGETHER WITH, all right, title and interest of Mortgagor, now or hereafter existing, in and to all machinery, equipment, fixtures (including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has

or shall have an interest (to the extent of such interest), now or hereafter located upon the Mortgaged Property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest (to the extent of such interest), now or hereafter located upon the Mortgaged Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property (hereinafter collectively called the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code) superior in lien to the lien of this Mortgage. In connection with Equipment which is leased to Mortgagor or which is subject to a lien or security interest which is superior to the lien of this Mortgage, this Mortgage shall also cover all right, title and interest of Mortgagor in and to all deposits, and the benefit of all payments now or hereafter made, with respect to such Equipment.

GRANTING CLAUSE SIX

TOGETHER WITH, all right, title and interest of Mortgagor in and to any awards, including interest thereon, which may hereafter be made with respect to the Mortgaged Property, or any part thereof, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property.

GRANTING CLAUSE SEVEN

TOGETHER WITH, all right, title and interest of Mortgagor in and to any proceeds on any insurance policies covering the Mortgaged Property, or any part thereof required under this Mortgage or the Sublease

GRANTING CLAUSE EIGHT

TOGETHER WITH, all right, title and interest of Mortgagor in, to and under all franchises, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Mortgaged Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Mortgaged Property or any part thereof.

BUT EXCLUDING HOWEVER, from the Mortgaged Property and the definition thereof, the Security Deposit and any payments made by the Sublessee to, or for the benefit of, Sublessor on the date hereof under the Sublease.

Notwithstanding anything to the contrary contained herein, except after the occurrence and during the continuance of an Event of Default (as hereafter defined), Mortgagee shall not exercise any of the rights granted to Mortgagee under the foregoing Granting Clauses without the prior written consent of Mortgagor.

TO HAVE AND TO HOLD the same, subject to the Sublease, the Lessee Consent and the Senior Loan Documents, unto the Mortgagee and its successors and assigns, forever.

PROVIDED, HOWEVER, these presents are upon the express condition, if Mortgagor shall well and truly pay to Mortgagee the Indebtedness these presents and the estate hereby granted shall cease, terminate and be void.

IT IS HEREBY COVENANTED by the parties hereto that the Mortgaged Property is to be held and applied subject to the further terms herein set forth; and the Mortgagor, for itself and its successors and assigns, hereby covenants and agrees with the Mortgagee as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.01 Definitions. For purposes of this Mortgage, capitalized terms used in this Mortgage and not otherwise defined shall have the meanings assigned to them that are set forth below:

"AmSouth Guaranty" shall mean that certain Guaranty Agreement dated the date hereof by the Mortgagee in favor of the Mortgagor.

"Bancorp Guaranty" shall mean that certain Guaranty Agreement dated the date hereof by AmSouth Bancorporation in favor of the Mortgagor.

"Bankruptcy Code" shall mean the Bankruptcy Reform Act of 1978, as amended.

"Basic Term" shall have the meaning given to that term in Section 3.01 of the Sublease.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks are authorized to be closed in any of the States of Alabama and California.

"Construction Agreement" shall mean that certain Construction Agreement dated the date hereof between the Mortgagor and the Mortgagee with respect to the Improvements.

"Declaration" shall mean that certain Declaration of Covenants, Easements and Restrictions dated the date hereof by the Fee Owner affecting the Land.

"Fee Owner" shall mean AmSouth Riverchase, Inc., an Alabama corporation.

"Ground Lease" shall mean the Ground Lease, dated as of the date hereof between Fee Owner as ground lessor, and Mortgagor as ground lessee.

"Improvements" shall have the meaning set forth in Granting Clause Two of the Mortgage.

"Infrastructure Improvement Agreement" shall mean that certain Infrastructure Improvement Agreement dated the date hereof between the Mortgagor and the Mortgagee.

"Junior Obligations" shall have the meaning set forth in Section 6.01 of this Mortgage.

"Land" shall mean the real property located in Shelby County, Alabama and more particularly described in Schedule A hereto.

"Lessee Consent" shall mean the Consent Agreement, dated as of the date hereof among Mortgagee, AmSouth Bancorporation, Mortgagor and Senior Mortgagee.

"Mortgaged Property" shall have the meaning set forth in the introduction to the Granting Clauses of the Mortgage.

"Operative Documents" shall mean the Ground Lease, the Declaration, the Sublease, the AmSouth Guaranty, the Bancorp Guaranty, the Construction Agreement, the Infrastructure Improvement Agreement, the Senior Loan Documents and the Lessee Consent.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or a government or any agency or political subdivision thereof.

"Property" shall have the meaning set forth in Granting Clause Two of this Mortgage.

"Renewal Rent" shall have the meaning given to that term in Section 4.01(b) of the Sublease.

"Security Deposit" shall have the meaning set forth in Recital D of this Mortgage.

"Security Deposit Obligation" shall have the meaning set forth in the introduction to the Granting Clauses of this Mortgage.

"Senior Indebtedness" shall have the meaning set forth in Section 6.01 of this Mortgage.

"Senior Loan Documents" shall mean that certain Mortgage Note by Mortgagor to the order of Senior Mortgagee dated the date hereof in the amount of EIGHTY ONE MILLION FOUR HUNDRED FORTY FIVE THOUSAND DOLLARS (81,445,000), that certain Mortgage and Security Agreement dated the date hereof by Mortgagor in favor of Senior Mortgagee, that certain Assignment of Leases and Rents dated the date hereof by Mortgagor in favor of Senior Mortgagee, that certain Assignment of Contracts dated the date hereof by Mortgagor in favor of Senior Mortgagee and all other documents, instruments and agreements executed and delivered by Mortgagor in connection with the foregoing.

"Senior Mortgagee" shall mean Column Financial, Inc., a Delaware corporation, and its successors and assigns as holders of the Senior Loan Documents.

"Sublease" shall mean the Lease, dated as of the date hereof between Mortgagor as lessor, and Mortgagee as lessee.

ARTICLE II.

SECURITY DEPOSIT OBLIGATION

SECTION 2.01 Security Deposit Obligation. The Mortgagor shall perform the Security Deposit Obligation in accordance with the Sublease.

ARTICLE III.

ASSIGNMENT OF RENTS

SECTION 3.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee, subject to Section 6.01 hereof, all the Rents, and hereby gives to and confers upon Mortgagee the right, power and authority to collect the Rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, subject to Section 6.01 hereof, to demand, receive

and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all the Rents, and apply the same to the indebtedness secured hereby; provided, however, that notwithstanding the foregoing provisions of this Section, as long as an Event of Default is not continuing under this Mortgage, Mortgagor shall have the right to collect the Rents and take all action as the owner of the Mortgaged Property and as landlord under the Sublease and Mortgagee shall not act pursuant to this Section or exercise any remedy against or with respect to the Mortgaged Property (other than with respect to Sections 4.01(c), 8.01 and 10.01 of this Mortgage) and agrees not to exercise its right to collect Rents or any other rights under the Sublease.

SECTION 3.02 Collection Upon Event of Default. If an Event of Default under this Mortgage has occurred and is continuing, Mortgagee may, at any time without further notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, subject to Section 6.01 hereof, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any obligations or indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of the Rents or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

ARTICLE IV.

SECURITY AGREEMENT

SECTION 4.01 Security Agreement. (a) Subject to Section 6.01, this Mortgage shall also be considered to be, and shall be construed as, and is hereby declared and made to be, a security agreement with respect to any portion of the Mortgaged Property constituting security subject to the Uniform Commercial Code as enacted in the State of Alabama, and, to the extent any portion of the Mortgaged Property is subject to the Alabama Uniform Commercial Code (any such portion, a "Security"), the Mortgagee is granted a security interest therein in compliance with the Uniform Commercial Code as enacted in Alabama. The Mortgagee shall give the Mortgagor written notice of the time and place of any public sale of such Security or of the time after which any private sale or other intended disposition thereof is to be made by notice to the Mortgagor at least ten (10) Business Days before the time of such sale or other disposition, which provision for notice the Mortgagor agrees is reasonable, it being

understood that the Mortgagee shall exercise the sale remedies under this Section 4.01 only after the occurrence and during the continuance of an Event of Default. A financing statement or statements with respect to such Security shall be executed by the Mortgagor and the Mortgagee and appropriately filed. The remedies for any Event of Default shall be (i) as prescribed herein, (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted in the Alabama Uniform Commercial Code, all at Mortgagee's sole election, subject to the provisions of Section 12.01.

(b) The Mortgagor and the Mortgagee agree that the filing of any financing statement or statements in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the stated intention of the Mortgagor and the Mortgagee that everything owned by the Mortgagor and used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Mortgage and which constitutes a portion of the Property, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the Improvements (except for any trade fixtures owned by the Mortgagee under the provisions of the Sublease), irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (A) any insurance proceeds pursuant to a casualty, (B) any condemnation award in respect of a condemnation, or (C) the interest of the Mortgagor as landlord in any present or future lease or rights to income growing out of the use and occupancy of the Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in such financing statement or statements is declared to be for the protection of the Mortgagee in the event any court shall at any time hold with respect to the foregoing clause (A), (B) or (C) that notice of the Mortgagee's priority of interest, to be effective against a particular class of Persons, must be filed in the Alabama Uniform Commercial Code records. The Mortgagor further covenants and agrees that all of the aforementioned Security shall not be the subject matter of any agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any Person or entity other than the Mortgagor nor shall the Mortgagor create or cause to be created any security interest covering any such property, other than the security interest created herein in favor of the Mortgagee, the security interest created in favor of the Senior Mortgagee under

the Senior Loan Documents under the Indenture and as otherwise permitted under the Operative Documents.

(c) The Mortgagor warrants that (i) the Mortgagor's (that is, the "Debtors") name, identity or corporate structure and residence or principal place of business are as set forth in subsection (d) below; (ii) the Mortgagor (that is, the "Debtor") has been using or operating under said name, identity or corporate structure without change for the time period set forth in subsection (d) below; and (iii) the location of the collateral is upon the Land. The Mortgagor covenants and agrees that the Mortgagor will furnish the Mortgagee with notice of any change in the matters addressed by clauses (i) or (iii) of this subsection within thirty (30) days of the effective date of any such change and the Mortgagor will promptly execute any financing statements or other instruments deemed necessary by the Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.

(d) The information contained in this subsection is provided in order that this instrument shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party", the identity or corporate structure and residence or principal place of business of "Debtor", and the time period for which "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth on Schedule B attached hereto and by this reference made a part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor", are as set forth in Schedule B; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove.

ARTICLE V.

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01 Events of Default. The occurrence of any default by the Mortgagor in the performance of the Security Deposit Obligation for five (5) Business Days after notice shall constitute an "Event of Default" under this Mortgage (whether such occurrence shall be voluntary or involuntary, or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental officer, commission, authority, body or agency, or otherwise).

SECTION 5.02 Options of the Mortgagee Upon an Event of Default. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee may immediately do any one or

more of the following, time expressly being made of the essence herein:

(a) enter upon and take possession of all or part of the Mortgaged Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Mortgaged Property and let the same, either in its own name, or in the name of the Mortgagor, receive or collect the rents, incomes, issues, proceeds and profits of the Mortgaged Property and apply the same, after payment of all necessary charges and expenses, on account of the repayment of the Security Deposit; and

(b) Subject to the provisions of section 12.01 of this Mortgage, pursue any and all remedies available under the Alabama Uniform Commercial Code; it being hereby agreed that ten (10) Business Days' notice as to the time, date and place of any proposed sale shall be reasonable.

In the event the parties agree to a deed-in-lieu of foreclosure, there shall be no merger of the Mortgagee's interest under this Mortgage and the Mortgagee's interest under the deed from the Mortgagor unless the deed specifically provides for such merger.

SECTION 5.03 Appointment of a Receiver.

(a) Appointment. If at any time in the discretion of the Mortgagee after the occurrence and during the continuance of an Event of Default a receivership may be necessary to protect the Mortgaged Property or the other security of the Mortgagee, the Mortgagee shall, as a matter of strict right and regardless of the value of the security for the amounts due hereunder or secured hereby or of the solvency of any party bound for the return of the Security Deposit, have the right to the appointment upon notice to the Mortgagor, and the Senior Mortgagee, by any court having jurisdiction, of a receiver to take charge of, manage, preserve, protect and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, proceeds, profits and income thereof, to make all necessary and needed repairs, to complete the construction of any improvements which has been undertaken but not completed, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon and after the payment of the expenses of the receivership, including reasonable attorneys' fees to the Mortgagee's attorneys, and after compensation for management of the Mortgaged Property, to apply the net proceeds in reduction first to amounts, if any, owed to the Senior Mortgagee under the Senior Loan Documents and then in reduction of the amounts owed to the Mortgagee under this Mortgage or in such manner as the court shall direct. All such expenses shall be secured by the lien of this Mortgage until paid.

(b) Entry and Possession. The receiver or its agents shall be entitled to enter upon and take possession of any and all of the Mortgaged Property, together with any and all businesses conducted and all business assets used therewith or thereon, or any part or parts thereof, and operate and conduct the business or businesses, or complete construction of improvements, to the same extent and in the same manner as the Mortgagor might lawfully do. The receiver, personally or through its agents or attorneys, may exclude the Mortgagor, and its subsidiaries, agents, servants and employees wholly from the Mortgaged Property, and have, hold, use, operate, manage and control the same and each and every part thereof, and in the name of the Mortgagor, its subsidiaries, or agents, exercise all of their rights and powers and use all of the then existing items of security and collateral, materials, current supplies, stores and assets and, at the expense of the Mortgagor, maintain, restore, complete construction, insure and keep insured, the properties, equipment, and apparatus provided or required for use in connection with such business or businesses, and make all necessary and proper repairs, renewals and replacements and all such useful alterations, additions, betterments and improvements as the receiver may deem judicious.

(c) Duration of Receivership. Such receivership shall, at the option of the Mortgagee, continue until full performance of the Security Deposit Obligation, or until title to the Mortgaged Property shall have passed by foreclosure sale or transfer in lieu of foreclosure under this Mortgage.

SECTION 5.04 Legal Proceedings; Foreclosure. If an Event of Default shall have occurred and be continuing, the Mortgagee at any time may, at its election, subject to the provisions of Section 12.01 of this Mortgage, proceed at law or in equity or otherwise to enforce the performance of the Security Deposit Obligation and to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property or proceed to take either of such actions, and to have the same sold under the judgment or decree of a court of competent jurisdiction.

SECTION 5.05 Purchase of Collateral by the Mortgagee. The Mortgagee may be a purchaser of the Mortgaged Property or of any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and the Mortgagee may apply the purchase price thereof to the repayment of the Security Deposit. The Mortgagee shall, upon any such purchase, acquire good title to the properties so purchased, free of all rights of redemption of the Mortgagor.

SECTION 5.06 Waiver of Appraisement, Valuation, Etc. The Mortgagor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisement, valuation, stay, extension and redemption laws now or hereafter in force and all

rights of marshalling in the event of any sale of the Mortgaged Property or any part thereof or any interest therein.

SECTION 5.07 Application of Proceeds of Sale and Other Moneys. Subject to the provisions of Section 6.01, the proceeds of any sale of the Mortgaged Property or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to foreclosure or power of sale or otherwise, and all other moneys at any time held by the Mortgagee as part of the Mortgaged Property (unless otherwise specifically addressed herein), shall be applied as follows:

(a) First: to the payment of the reasonable costs and expenses of such sale (including, without limitation, attorneys' fees, the cost of evidence of title and the costs and expenses, if any, of taking possession of, retaining custody over, repairing, managing, operating, maintaining and preserving the Mortgaged Property or any part thereof prior to such sale), all reasonable costs and expenses incurred by the Mortgagee or any other person in obtaining or collecting any insurance proceeds, condemnation awards or other amounts received by the Mortgagee, all reasonable costs and expenses of any receiver of the Mortgaged Property or any part thereof, and any taxes, assessments or other charges or expenses prior to the security interest or lien of this Mortgage, which the Mortgagee may consider it necessary or desirable to pay;

(b) Second: to the payment of the Security Deposit Obligation and any other amounts owed to the Mortgagee under this Mortgage.

(c) Third: the balance, if any, held by the Mortgagee after payment in full of all amounts referred to in subsections (a) and (b) above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to or upon the direction of the Mortgagor.

SECTION 5.08 Mortgagee's Rights Separate, Distinct and Cumulative; Election of Remedies. Subject to the provisions of Section 12.01 of this Mortgage, the rights of the Mortgagee, its participants, successors and assigns, granted and arising under the clauses and covenants contained in this Mortgage, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights herein which the Mortgagee may have in law or in equity (including, without limitation, the right to obtain specific performance of any provision hereof, to which Mortgagor specifically agrees Mortgagee shall be entitled), and none of them shall be to the exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided by law. No act of the

Mortgagee, its participants, successors or assigns, shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed by law or in equity, anything herein or otherwise to the contrary notwithstanding, but subject to the provisions of Section 12.01 of this Mortgage.

ARTICLE VI.

SUBORDINATE MORTGAGE

SECTION 6.01 Subordinate Mortgage. All obligations of the Mortgagor that are secured by this Mortgage (the "Junior Obligations") shall, to the extent and in the manner hereinafter set forth, be subordinated and subject in right of payment to the prior payment in full of the Senior Indebtedness and the Subordinate Mortgage and the liens, terms, covenants, provisions and conditions thereof are hereby made subject and subordinate to the Senior Loan Documents and the liens, terms, covenants, provisions and conditions thereof and all renewals, extensions and modifications of the Senior Loan Documents and any increase pursuant to the terms thereof. For the purpose hereof, the term "Senior Indebtedness" (i) shall mean all amounts due under the Senior Loan Documents and (ii) shall include, without limitation, any interest payable in respect to any of the foregoing in clause (i) above subsequent to the commencement of any proceeding against or with respect to the mortgagor under the Bankruptcy Code, regardless of whether or not the holder of such Senior Indebtedness would be entitled to receive any payments with respect to any such interest in any such proceeding.

As long as any amount of the Senior Indebtedness remains outstanding, no holder of the Junior Obligations may at any time (whether or not an Event of Default has occurred) (i) institute insolvency, bankruptcy or receivership proceedings against the Mortgagor, (ii) commence foreclosure or any other proceeding which may result in the sale of the Mortgaged Property of any portion thereof, or (iii) commence to exercise any of the actions or remedies available under this Mortgage or at law or equity (other than with respect to Sections 8.01 or 10.01 hereof, provided that any liens evidenced by actions of Mortgagee pursuant to Sections 8.01 or 10.01 shall be subject and subordinate to the lien created by the Senior Loan Documents, whether or not the Senior Mortgagee shall take parallel action to evidence its senior lien). Notwithstanding any provision of this Mortgage to the contrary, no direct or indirect payment, whether in cash, property or securities, in respect of the Junior Obligations shall be made prior to payment in full by the Mortgagor of all Senior Indebtedness.

Upon any payment or distribution of assets of the Mortgagor of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding up or total or partial liquidation or reorganization of the Mortgagor, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all Senior Indebtedness shall first be paid in full, or payment thereof provided for in money, before any payment or distribution, whether in cash, property or securities, is made in respect of the Junior Obligations; and, upon any such dissolution or winding up or liquidation or reorganization, any distribution of assets of the Mortgagor of any kind or character, whether in cash, property or securities, to which the holders of the Junior Obligations would be entitled except for the provisions hereof, shall be paid by the Mortgagor or by any receiver, trustee in bankruptcy, liquidation trustee, agent or other person making such payment or distribution, or by the holders of the Junior Obligations if received by them, directly to the Senior Mortgagee to the extent necessary to pay all Senior Indebtedness in full, in money, after giving effect to any concurrent prepayment or distribution to or for the benefit of the holders of the Senior Indebtedness, before any payment or distribution, whether in cash, property or securities, is made to the holders of the Junior Obligations.

In the event that any payment or distribution of assets of the Mortgagor of any kind or character, whether in cash, property (including, but not limited to, the Mortgaged Property) or securities, not permitted by the foregoing shall be received by the holders of the Junior Obligations before all Senior Indebtedness is paid in full; such payment or distribution shall be paid in trust for the benefit of, and shall be paid over or delivered to, the Senior Mortgagee for application to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all such Senior Indebtedness in full in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of such Senior Indebtedness. In the event of the failure of any holder of any Junior Obligations to endorse or assign any such payment or distribution, each holder of the Senior Indebtedness is hereby irrevocably authorized to endorse or assign the same.

The rights of Mortgagee hereunder are subject to that certain Subordination and Intercreditor Agreement dated the date hereof between Mortgagee and Senior Mortgagee.

ARTICLE VII.

SATISFACTION

SECTION 7.01 Upon performance of the Security Deposit Obligation, or application of the Security Deposit as a credit against Renewal Rent pursuant to Section 4.04(b) of the Sublease,

or application under § 4.04(a) upon the occurrence of a default under the Sublease, this Mortgage shall terminate and become null and void and Mortgagee shall execute and deliver such instruments as may be requested by Mortgagor to satisfy of record the lien hereof.

ARTICLE VIII.

FURTHER ASSURANCES; FINANCING STATEMENTS

SECTION 8.01 Further Assurances; Financing Statements. At any time and from time to time, upon the reasonable request of the Mortgagee, the Mortgagor shall promptly and duly execute and deliver any and all such further instruments and documents as may reasonably be necessary in obtaining the full benefits of the lien created or intended to be created hereby and of the rights and powers granted or intended to be granted hereby. Upon the instructions at any time and from time to time of the Mortgagee, the Mortgagor shall prepare, execute and file any financing statement (and any continuation statement with respect to any such financing statement) relating to the lien created by this Mortgage as may reasonably be specified in such instructions. The Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact to execute and deliver on behalf of the Mortgagor such financing statements and continuation statements that are required to be executed and delivered by the Mortgagor under this Section 8.01 and that the Mortgagor has failed, after written notice to Mortgagor, to so execute and deliver.

ARTICLE IX.

NOTICES, ETC.

SECTION 9.01 Notices, etc. All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) if mailed by first class registered or certified mail, postage prepaid, upon actual receipt or refusal to accept, or (b) if deposited for overnight delivery with a nationally recognized courier service, upon actual receipt or refusal to accept, or (c) if delivered by hand or in the form of a facsimile transmission, when received, addressed or directed as follows:

The Mortgagor:

Sun Riverchase, Limited Partnership
c/o SunAmerica Inc.
One SunAmerica Center
Los Angeles, California 90067-6022
Attention: Mr. Alan Nussenblatt
Facsimile: (310) 772-6584

with a copy to:

Brownstein Hyatt Farber &
Strickland P.C.
410 Seventeenth Street
22nd Floor
Denver, Colorado 80202-4437
Attention: Wayne H. Hykan, Esq.
Facsimile: (303) 623-1956

The Mortgagee:

AmSouth Bank N.A.
1900 5th Avenue North
Birmingham, Alabama 35203
Attention: Properties Department
Facsimile: (205) 326-4649

with a copy to:

Walston, Stabler, Wells, Anderson &
Bains
505 20th Street North, Suite 500
Birmingham, Alabama 35203
Attention: Kay K. Bains, Esq.
Facsimile: (205) 251-0700

or at such other address as the Mortgagor or the Mortgagee shall have furnished to the other in writing.

ARTICLE X.

AFTER-ACQUIRED PROPERTY

SECTION 10.01 After-acquired Property. All property acquired by the Mortgagor after the date hereof, which by the terms hereof is required or intended to be subjected to the lien of this Mortgage, shall, immediately upon the acquisition thereof by the Mortgagor and without further mortgage, conveyance or assignment, become subject to the lien of this Mortgage as fully as though now owned by the Mortgagor and specifically described herein. Nevertheless, the Mortgagor will do all such further acts and execute, acknowledge, deliver, record and file mortgage supplements in a form reasonably satisfactory to the parties hereto, and all such further conveyances, financing statements and assurances as the Mortgagee may reasonably deem necessary or desirable effectively to subject such after-acquired property to the lien of this Mortgage.

ARTICLE XI.

MISCELLANEOUS

SECTION 11.01 Separability. If any provision of this Mortgage or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Mortgage, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Mortgage shall be valid and shall be enforceable to the extent permitted by law.

SECTION 11.02 Binding Effect. All provisions contained in this Mortgage shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Mortgagor and the Mortgagee to the same extent as if each such successor or assign were named as a party hereto.

SECTION 11.03 Amendments, Etc. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement hereof is sought.

SECTION 11.04 No Waiver. No failure, delay, forbearance or indulgence on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, or as an acquiescence in any breach, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 11.05 Governing Law. This Mortgage and the rights and obligations in respect hereof shall be governed by, and construed and interpreted in accordance with, the laws of the State of Alabama, without regard to conflicts of laws provisions thereof.

SECTION 11.06 Headings. All headings are for reference only and shall not be considered as part of this Mortgage.

SECTION 11.07 No Security Deposit. By acceptance of this Mortgage, Mortgagee acknowledges that (i) the Mortgaged Property does not include the Security Deposit, (ii) the Mortgagee does not have any lien on or rights in the Security Deposit, and (iii) the Mortgagee expressly agrees that Mortgagor in its sole and absolute discretion may retain the Security Deposit, invest the Security Deposit, or distribute the Security Deposit to Mortgagee's partners without any restriction imposed hereby or by the Operative Documents.

SECTION 11.08 No Limitation on Remedies. Nothing in this Agreement shall limit or impair the rights and remedies of Mortgagor under or in connection with the Operative Documents, including without limitation the right of Mortgagor pursuant to Section 4.04(a) to apply the Security Deposit in whole or in part against damages resulting from a Lease Event of Default.

SECTION 11.09 Assignment. Mortgagee shall have no right to assign or transfer its rights hereunder or its rights to the performance of the Security Deposit Obligation, except to a party who is a permitted assignee of Mortgagee's rights as lessee under the Sublease.

ARTICLE XII.

EXCULPATION OF MORTGAGOR

SECTION 12.01 Exculpation of Mortgagor. Notwithstanding anything contained herein or in any of the other Operative Documents, the performance of the Security Deposit Obligation and the performance by the Mortgagor under this Mortgage or any other Operative Document to which it is a party shall be made only from the income and proceeds, from sale or otherwise, from the Mortgaged Property and only to the extent that the Mortgagor shall have sufficient income or proceeds, from sale or otherwise, from the Mortgaged Property to make such payments in accordance with the terms hereof. Mortgagee, by its acceptance of this Mortgage agrees that, insofar as the Mortgagor or any of its partners, shareholders, officers, directors, employees and agents are concerned, Mortgagee will look solely to the income and proceeds from the Mortgaged Property and no recourse or assertion of personal liability shall be had for the return of the Security Deposit, or for any claim based thereon or otherwise in respect thereof, or based on or in respect of this Mortgage or any of the Operative Documents against the Mortgagor or any shareholder, owner, partner, officer, director, agent, employee thereof, any legal representative, heir, estate, successor or assignee of the Mortgagor or any Person to which the Mortgaged Property, or any part thereof or interest therein, shall have been transferred, or against any property, assets or funds other than the Mortgaged Property. Nothing in this paragraph shall be construed to limit in any way the remedies available against the Mortgaged Property under Article V hereof or under the other Operative Documents or the remedies available against the Mortgaged Property either at law or in equity.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed under seal and delivered this Mortgage as of the date first above written.

Mortgagor:

SUN RIVERCHASE, LIMITED
PARTNERSHIP, a California
limited partnership
as Mortgagor

By: Sun Riverchase, Inc., a
California corporation,
as General Partner

By: William M. Petak
Name: WILLIAM M. PETAK
Title: V.P.

STATE OF California)
COUNTY OF Los Angeles)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Datar, whose name as Vice President of Sun Riverchase, Inc., a corporation, as general partner of Sun Riverchase, Limited Partnership, a general partnership, is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, 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, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal, this the 25 day of May, 1994.



Catherine M. Nuslein
NOTARY PUBLIC

MY COMMISSION EXPIRES: Aug 5 1994

Schedule A

NORTH BUILDING TRACT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 138°22'53" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 811.07 feet to the POINT OF BEGINNING; thence 34°16'51" to the right in a Southwesterly direction a distance of 59.41 feet to a point; thence 87°22'07" to the left in a Southeasterly direction a distance of 14.27 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 23.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 269.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 13.17 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 54.17 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.17 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 159.42 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 17.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 2.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 59.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 269.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 8.92 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 67.53 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 8.92 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 69.47 feet to a point; thence 90°59'36" to the left in a Northwesterly direction a distance of 9.42 feet to a point; thence 88°46'53" to the right in a Northeasterly direction a distance of 125.30 feet to a point; thence 89°34'51" to the right in a Southeasterly direction a distance of 13.73 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance

of 5.52 feet to a point; thence 87°22'05" to the right in a Southeasterly direction a distance of 103.48 feet to the POINT OF BEGINNING.

Containing 72,638.37 square feet or 1.67 acres.

SOUTH BUILDING TRACT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to the POINT OF BEGINNING; thence 55°42'40" to the right in a Westerly direction a distance of 336.50 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 13.58 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 80.17 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 21.00 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 15.50 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 10.75 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 19.75 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 373.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 18.25 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 103.25 feet to the POINT OF BEGINNING.

Containing 48,696.89 square feet or 1.12 acres.

PEDESTRIAN BRIDGE BUILDING TRACT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and

turn an angle of 137°37'30" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1223.52 feet to the POINT OF BEGINNING; thence 48°09'08" to the right in a Westerly direction a distance of 108.09 feet to a point; thence 84°00' to the right in a Northwesterly direction a distance of 178.09 feet to a point; thence 86°19'47" to the right in a Northeasterly direction a distance of 20.51 feet to a point; thence 87°40'14" to the right in a Southeasterly direction a distance of 3.93 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 54.17 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 1.72 feet to a point; thence 92°19'45" to the right in a Northeasterly direction a distance of 33.00 feet to a point; thence 93°40'13" to the right in a Southeasterly direction a distance of 196.28 feet to the POINT OF BEGINNING.

Containing 19,969.02 square feet or 0.46 acre.

PARKING DECK TRACT

A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, and the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°24'35" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1664.71 feet to the POINT OF BEGINNING; thence 40°56'17" to the right in a Southeasterly direction a distance of 62.71 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 305.88 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 130.87 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 72.71 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 369.08 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 204.08 feet to the POINT OF BEGINNING.

Containing 75,103.90 square feet or 1.72 acres.

TRAINING CENTER TRACT

A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 155°39'58" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 2188.68 feet to the POINT OF BEGINNING; thence 46°11'49" to the right in a Southwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.76 feet to a point; thence 63°45' to the left in a Northwesterly direction a distance of 60.31 feet to a point; thence 63°45' to the left in a Southwesterly direction a distance of 13.76 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 133.04 feet to a point on a curve to the left having a radius of 49.00 feet and a central angle of 54°14'49"; thence 64°37'25" to the right (angle measured to tangent) along said curve in a Southeasterly direction a distance of 46.39 feet to a point; thence 64°37'24" to the right (angle measured to tangent) in a Southwesterly direction a distance of 163.04 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 133.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 11.21 feet to a point; thence 63°45' to the left in a Northeasterly direction a distance of 59.17 feet to a point; thence 26°14'59" to the right in a Northeasterly direction a distance of 21.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 56.79 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 76.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 68.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 39.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 25.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 64.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 25.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 39.00 feet to the POINT OF BEGINNING.

Containing 65,511.36 square feet or 1.50 acres.

TOGETHER WITH, all Buildings, structures and other improvements lying within the perimetrical boundaries of the descriptions: North Building Tract; South Building Tract; Pedestrian Bridge Building Tract; the Training Center Tract and Parking Deck Tract (collectively, the "Building Tracts").

TOGETHER WITH, perpetual, non-exclusive access and use easements, on and over the site development; use of the parking facilities and parking decks and through all common areas for purpose of ingress and egress to the Building Tracts, all as created by that certain Declaration and Grant of Covenants, Easements and Restrictions, dated June 1, 1994 by AmSouth Riverchase, Inc., recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Schedule B

Description of Debtor and Secured Party

A. Debtor:

1. The name and identity of Mortgagor is:

Sun Riverchase, Limited Partnership, a California
limited partnership

2. The principal place of business of Mortgagor in the
State of California is located at One SunAmerica
Center, Los Angeles, California 90067-6022

3. Debtor has been using or operating under said name and
identity without change since May 16, 1994. in
California and since May 24, 1994 in Alabama.

B. Secured Party

AmSouth Bank N.A., a national banking association

C. Record Owner of Land:

AmSouth Riverchase, Inc., an Alabama
corporation

Inst # 1994-17873

06/03/1994-17873
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
027 MCD 3749.50