

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE is executed this 20th day of March, 1996, by and between Greystone Health Partners, Inc. (the "Mortgagor"), and AmSouth Bank of Alabama (the "Mortgagee").

Inst # 1996-09036

Recitals

A. South Haven Sunrise Community, Inc., an Alabama corporation (the "Original Mortgagor"), granted in favor of the Mortgagee (formerly known as AmSouth Bank N.A.) that certain mortgage dated November 2, 1992, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1992-25836 (the "Mortgage"). Except as otherwise defined in this First Amendment, capitalized terms shall have the meanings assigned to them in the Mortgage.

B. The Original Mortgagor conveyed the Real Estate to the Mortgagor by instrument dated March 20, 1996, recorded in said Probate Office as Instrument No. 1996-9035 (the "Deed").

C. Under the terms of the Deed, the Mortgagor expressly assumed all of the obligations of the Original Mortgagor under the Mortgage.

D. The Mortgagee has agreed to accept the assumption by the Mortgagor of the obligations of the Original Mortgagor under the Mortgage upon certain conditions, one of which is the execution of this First Amendment.

Agreement

NOW, THEREFORE, in consideration of the Recitals, the Mortgagor and the Mortgagee hereby agree as follows:

1. The promissory note described in, and secured by, the Mortgage shall hereafter mean that certain Promissory Note in the principal amount of \$190,000, dated March 20, 1996, executed by the Mortgagor, in restatement and assumption of that certain Promissory Note in the principal amount of \$390,000, executed by the Original Mortgagor, and dated November 2, 1992, as amended and restated from time to time.
2. Wherever the term "Mortgagor" appears in the Mortgage, it shall hereafter refer to Greystone Health Partners, Inc., rather than to South Haven Sunrise Community, Inc.
3. The Mortgagor hereby expressly assumes all of the obligations as mortgagor under the Mortgage, and represents and warrants

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to the Mortgagee that no event of default exists under the Mortgage.

- 4. The Mortgagor, as part of its assumption of the obligations under the Mortgage, hereby grants, bargains and sells to the Mortgagee the real estate described on Exhibit A attached hereto and made a part hereof, which is the same Real Estate as described in the Mortgage as initially executed and recorded.

Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have caused this First Amendment to be executed by their respective duly authorized officers as of the date first written above.

GREYSTONE HEALTH PARTNERS, INC.

By [Signature]
Its President

AMSOUTH BANK OF ALABAMA

By [Signature]
Its VICE PRESIDENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Fred T. Skelton, III, whose name as President of Greystone Health Partners, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment, he/she, 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 the 10th day of March, 1996.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 10/16/96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allison J. Sanders, whose name as Vice President of AmSouth Bank of Alabama, a state banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment, she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this the 10th day of March, 1996.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 12/16/96

This instrument prepared by:

Kay K. Bains, Esq.
Walston, Stabler, Wells,
Anderson & Bains
505 N. 20th Street, Suite 500
Birmingham, AL 35203
(205) 251-9600

**EXHIBIT A
TO
FIRST AMENDMENT TO MORTGAGE
(Greystone Health Partners, Inc.)
(Legal Description)**

Lot 1, according to the survey of Greystone South Haven-Sunrise Addition as recorded in Map Book 16 page 100 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the non-exclusive easement to use Hugh Daniel Drive, as more particularly described in the Greystone Retirement Care Declaration of Covenants, Conditions and Restrictions dated April 23, 1992 and recorded in Instrument No. 1992-09687 in the Probate Office of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto and recorded in the Probate Office of Shelby County, Alabama and all subsequent amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

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