

Mortgage \$8,222,000.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO LOAN DOCUMENTS

THIS AMENDMENT TO LOAN DOCUMENTS (this "Agreement"), made as of the 5th day of June, 1996, is by and among **MARRAY-CONCOURSE 100, INC.**, an Alabama corporation (the "Borrower"), and **NATIONWIDE LIFE INSURANCE COMPANY**, an Ohio corporation (the "Lender").

RECITALS:

A. On March 6, 1991, Maker's predecessor-in-interest, Harbert Properties Corporation, an Alabama corporation (the "Original Borrower"), executed and delivered to Lender its Mortgage Note in the original principal sum of Nine Million Seven Hundred Twenty-Five Thousand and No/100 Dollars (\$9,725,000.00), as amended by Note Modification Agreement dated as of April 5, 1996, in order to evidence a loan from Lender to the Original Borrower in said principal amount (as so amended, the "Original Note"). The Original Note is secured by (i) that certain Mortgage and Security Agreement from the Original Borrower to Lender, dated March 6, 1991, and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), at Book 332, Page 641 (as the same may hereafter be further amended or modified, the "Mortgage"), which constitutes a first-mortgage lien on certain real property located in Shelby County, Alabama (the "Property"), and (ii) that certain Assignment of Leases, Rents and Profits from the Original Borrower to Lender, dated March 6, 1991, and recorded in the Probate Office at Book 332, Page 678 (as the same may hereafter be further amended or modified, the "Assignment"). The obligations of the Original Borrower owing to Holder under the Original Note, the Mortgage, and the Assignment have been assumed by Borrower pursuant to that certain Assumption Agreement dated as of December 23, 1994 (as the same may hereafter be further amended or modified, the "Assumption Agreement").

B. Borrower has this date delivered to Lender its Amended and Restated Mortgage Note (the "Amended and Restated Note"), which such Amended and Restated Note renews, amends, and restates in its entirety the Original Note, without enlarging the principal balance thereof. This Agreement, the Amended and Restated Note, the Mortgage, the Assignment, the Assumption Agreement, and all other documents and instruments executed as further evidence of, as additional security for, or executed in connection with the indebtedness evidenced by the Note and the Amended and Restated Note are hereinafter collectively referred to as the "Loan Documents".

C. Borrower and Lender now desire to amend the Loan Documents in order to evidence the parties intent that the Loan Documents extend to and continue to secure the Amended and Restated Note.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. From and after the date hereof, all references to the "Note" contained any Loan Document shall be deemed to refer to the Amended and Restated Note, as that same may hereafter be modified, amended, extended or renewed.

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2. Borrower agrees that it shall cause this Agreement to be duly recorded in the Office of the Judge of Probate of Shelby County, Alabama, and shall pay all recording fees or taxes in connection therewith. Borrower further agrees that, at Borrower's sole cost and expense, it shall cause an endorsement to be issued to Lender's existing title insurance policy insuring the Mortgage, which endorsement shall (i) change the effective date of such policy to the date and time of recording of this Agreement, without the addition of exceptions for intervening matters deemed unsatisfactory by Lender, and (ii) amend the description of the insured instrument to include this Agreement, as recorded,

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. As herein amended the Loan Documents shall remain in full force and effect, and are hereby ratified and affirmed in all respects. Borrower confirms that, as of the date hereof, it has no defenses or offsets with respect to its obligations set forth in the Loan Documents, as herein amended. From and after the date hereof, any and all references to the Loan Documents, or any of them, contained in any other instrument or document shall hereafter be deemed to refer thereto as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, effective as of the day and year first above written.

BORROWER:

MARRAY-CONCOURSE 100, INC.,
an Alabama corporation

BY: 
Its President

LENDER:

NATIONWIDE LIFE INSURANCE COMPANY,
an Ohio corporation

BY: 
Its Robert H. McNaghten
Vice President

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Barbara Sue Johnson, a Notary Public in and for said County in said State, hereby certify that Raymond Herbert whose name as _____ President of MarRay-Concourse 100, Inc., an Alabama 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 the instrument, s/he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 5th day of June, 1996.


Barbara Sue Johnson
Notary Public
My Commission Expires: 4/30/98

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STATE OF OHIO)
COUNTY OF FRANKLIN)

I, Sue Ann Crego, a Notary Public in and for said county in said state, hereby certify that Robert H. McNaghen, whose name as Vice President of Nationwide Life Insurance Company, an Ohio 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 the instrument, s/he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of June, 1996.

Sue Ann Crego
Notary Public
My Commission Expires _____

Sue Ann Crego
Notary-Public-State of Ohio
My Commission expires
10-24-00

This instrument was prepared by and, upon recording, should be returned to Darin W. Collier, BURR FORMAN, 420 North 20th Street, Suite 3100, Birmingham, Alabama 35203.

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