
FIRST AMENDMENT TO MORTGAGE

Dated May 13, 1996

from

**OXMOOR II, INC.
3620 Fair Oaks Blvd.
Suite 170
Sacramento, California 95864**

and

**PEBBLE PARTNERS
Suite 210
2200 Woodcrest Place
Birmingham, Alabama 35209**

to

AMSOUTH BANK OF ALABAMA

and

NIEL C. MORGAN, JR.

and

CHARLES E. MORGAN

and

DANIEL G. MORGAN

**THIS MORTGAGE IS ALSO TO BE INDEXED IN THE INDEX OF
UNIFORM COMMERCIAL CODE FINANCING STATEMENTS**

This First Amendment to Mortgage was prepared by, and after recording please return to:

**Heyward C. Hosch
Walston, Stabler, Wells, Anderson & Bains
505 North 20th Street, Suite 500
Birmingham, Alabama 35203**

Inst # 1996-24091

07/25/1996-24091
02:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
019 MCD 53.50

STATE OF ALABAMA)
)
SHELBY COUNTY)

AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE is made and entered into on this May 13, 1996 by OXMOOR II, INC., a California corporation ("Oxmoor") and PEBBLE PARTNERS, an Alabama general partnership ("Pebble"), as mortgagors (collectively the "Mortgagors"), and AMSOUTH BANK OF ALABAMA, NIEL C. MORGAN, JR., CHARLES E. MORGAN and DANIEL G. MORGAN, as mortgagees (collectively the "Mortgagees").

Recitals

Oxmoor has heretofore executed and delivered that certain Mortgage dated October 12, 1994, now recorded as Instrument No. 1994-31084 in the office of the Judge of Probate of Shelby County, Alabama, for the benefit of the Mortgagees (the "Original Mortgage"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Original Mortgage.

Oxmoor has conveyed twenty percent (20%) of its interest in the Real Estate to Pebble, pursuant to Deed dated November 2, 1994, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1994-36755, and the Mortgagees have consented to such conveyance.

Pursuant to Agreement dated December 12, 1995 among the Mortgagors, Graham & Company, Inc., the Mortgagees, and Pelham Hotel, L.L.C., with respect to the construction of SouthGate Drive on the Real Estate, the Mortgagees agreed to release from the Mortgage the real property described on Part 1 of Schedule II attached hereto.

Pursuant to Granting Clause IV of the Original Mortgage, Oxmoor and Pebble desire to convey, mortgage, pledge, assign and transfer to the Mortgagees as and for additional security under the Original Mortgage, the real property described on Schedule I hereto.

Oxmoor and Pebble have requested the Mortgagees to release from the lien and operation of the Original Mortgage all of the real property described on Part 1 and Part 2 of Schedule II attached hereto.

Agreement

NOW THEREFORE, in consideration of the Recitals and of the mutual agreements herein contained Oxmoor, Pebble and the Mortgagees hereby agree as follows:

ARTICLE 1

Addition of Real Property to Lien of Original Mortgage

1. Pursuant to Granting Clause IV of the Original Mortgage, as additional security for the Obligations, Oxmoor and Pebble do hereby grant, bargain, sell, transfer, assign, pledge, set over and convey to the Mortgagees, and their respective successors and assigns, the property and interests in property described on Schedule I hereto and Oxmoor and Pebble do hereby grant to the Mortgagees security title to, and a continuing security interest in, said property and interests in property and all proceeds and products thereof. To have and to hold the said property and interests in property, together with all rights and privileges and appurtenances thereunto belonging, on all terms and conditions of the Original Mortgage, unto the Mortgagees, its successors and assigns, forever.

2. Oxmoor, Pebble and the Mortgagees hereby amend Exhibit A of the Original Mortgage by adding thereto the real property described on Schedule I hereto.

ARTICLE 2

Partial Release of Real Property from Lien of Original Mortgage

The Mortgagees hereby release and discharge from the Original Mortgage the real property described on Part 1 and Part 2 of Schedule II attached hereto and made a part hereof; provided, however, that the execution and delivery of this document shall not operate or be construed to release, discharge or any way impair or affect the lien or security interest of the Original Mortgage upon any other property or interest in property described in the Original Mortgage, as amended hereby.

ARTICLE 3

Confirmation of Original Mortgage as amended

As amended by this document, the Original Mortgage is in all respects hereby ratified and confirmed.

IN WITNESS WHEREOF, the Mortgagors and the Mortgagees have each caused this Agreement to be executed in its name under seal and, for each corporate party, attested, as of the date and year first above written.

OXMOOR II, INC.

By Linda M. Stanley
President

Attest:

Linda M. Stanley
Secretary

PEBBLE PARTNERS

By _____
General Partner

By _____
General Partner

AMSOUTH BANK OF ALABAMA

By _____

Its _____

S E A L

Attest: _____

Its _____

NIEL C. MORGAN, JR. (L.S.)

CHARLES E. MORGAN (L.S.)

DANIEL G. MORGAN (L.S.)

IN WITNESS WHEREOF, the Mortgagors and the Mortgagees have each caused this Agreement to be executed in its name under seal and, for each corporate party, attested, as of the date and year first above written.

OXMOOR II, INC.

By _____
President

Attest: _____
Secretary

PEBBLE PARTNERS

By H. Michael Graham
General Partner

By [Signature]
General Partner

AMSOUTH BANK OF ALABAMA

By _____

Its _____

SEAL

Attest: _____

Its _____

(L.S.)
NIEL C. MORGAN, JR.

(L.S.)
CHARLES E. MORGAN

(L.S.)
DANIEL G. MORGAN

IN WITNESS WHEREOF, the Mortgagors and the Mortgagees have each caused this Agreement to be executed in its name under seal and, for each corporate party, attested, as of the date and year first above written.

OXMOOR II, INC.

By _____
President

Attest: _____
Secretary

PEBBLE PARTNERS

By _____
General Partner

By _____
General Partner

AMSOUTH BANK OF ALABAMA

By Kyle Farnha
Its Vice President

SEAL

Attest: [Signature]
Its SENIOR V.P.

(L.S.)
NIEL C. MORGAN, JR.

(L.S.)
CHARLES E. MORGAN

(L.S.)
DANIEL G. MORGAN

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OXMOOR II, INC.

By _____
President

Attest: _____
Secretary

PEBBLE PARTNERS

By _____
General Partner

By _____
General Partner

AMSOUTH BANK OF ALABAMA


By _____

Its _____

SEAL

Attest: _____

Its _____

 _____ (L.S.)
NIEL C. MORGAN, JR.

(L.S.)
CHARLES E. MORGAN

(L.S.)
DANIEL G. MORGAN

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OXMOOR II, INC.

By _____
President

Attest: _____
Secretary

PEBBLE PARTNERS

By _____
General Partner

By _____
General Partner

AMSOUTH BANK OF ALABAMA

By _____
Its _____

SEAL

Attest: _____

Its _____

NIEL C. MORGAN, JR. (L.S.)

Charles E. Morgan (L.S.)
CHARLES E. MORGAN

DANIEL G. MORGAN (L.S.)

IN WITNESS WHEREOF, the Mortgagors and the Mortgagees have each caused this Agreement to be executed in its name under seal and, for each corporate party, attested, as of the date and year first above written.

OXMOOR II, INC.

By _____
President

Attest: _____
Secretary

PEBBLE PARTNERS

By _____
General Partner

By _____
General Partner

AMSOUTH BANK OF ALABAMA

By _____

Its _____

SEAL

Attest: _____

Its _____

(L.S.)
NIEL C. MORGAN, JR.

(L.S.)
CHARLES E. MORGAN


(L.S.)
DANIEL G. MORGAN

STATE OF California
Sacramento COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Linda M. Stanley, whose name as President of Oxmoor II, Inc., a California corporation, is signed to the foregoing First Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Mortgage, she, as such officer and with full authority executed the same voluntarily for and as the act of such corporation.

Given under my hand and seal this the 6th day of May, 1996.

Cathleen A. Gipe
Notary Public

NOTARIAL SEAL

My commission expires: June 18, 1999



STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. Michael Graham, whose name as general partner of Pebble Partners, an Alabama general partnership, is signed to the foregoing First Amendment to Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Mortgage, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and seal this the 9th day of May, 1996.

Martha J. Holland
Notary Public

NOTARIAL SEAL

My commission expires: 2-7-99

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven V. Graham, whose name as general partner of Pebble Partners, an Alabama general partnership, is signed to the foregoing First Amendment to Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Mortgage, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and seal this the 9th day of May, 1996.

Martha J. Holland
Notary Public

NOTARIAL SEAL

My commission expires: 2-7-99

STATE OF ALABAMA)
)
Tuscaloosa COUNTY)

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

Given under my hand and seal this the 7th day of May, 1996.

Marceline L. Rott
Notary Public

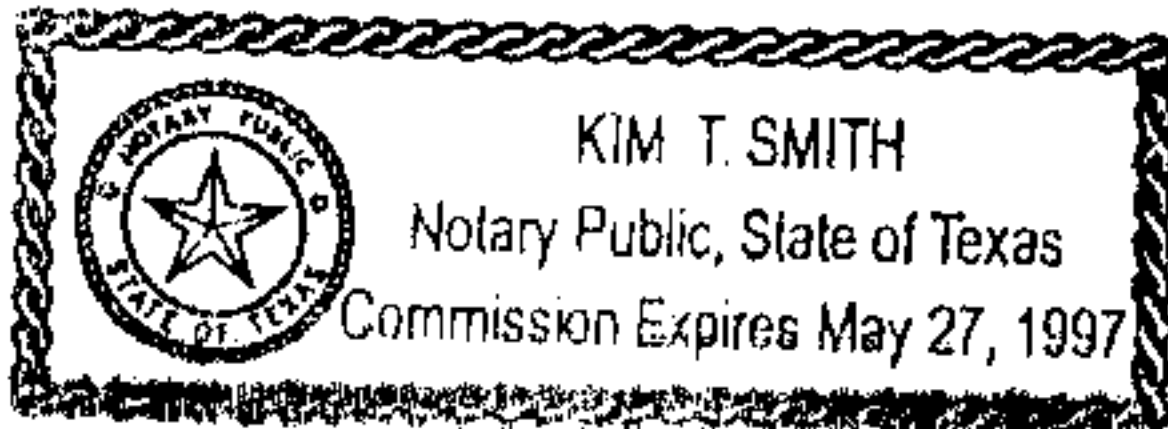
NOTARIAL SEAL

My commission expires: February 10, 1999

STATE OF TEXAS)
)
HARRIS COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Niel C. Morgan, Jr., whose name is signed to the foregoing First Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed on the contents of the said First Amendment to Mortgage, he executed the same voluntarily.

Given under my hand and seal this 3rd day of May, 1996.



Kim T. Smith
Notary Public


NOTARIAL SEAL

My Commission expires: May 27, 1997

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles E. Morgan, whose name is signed to the foregoing First Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed on the contents of the said First Amendment to Mortgage, he executed the same voluntarily.

Given under my hand and seal this 1ST day of MAY, 1996.


Notary Public

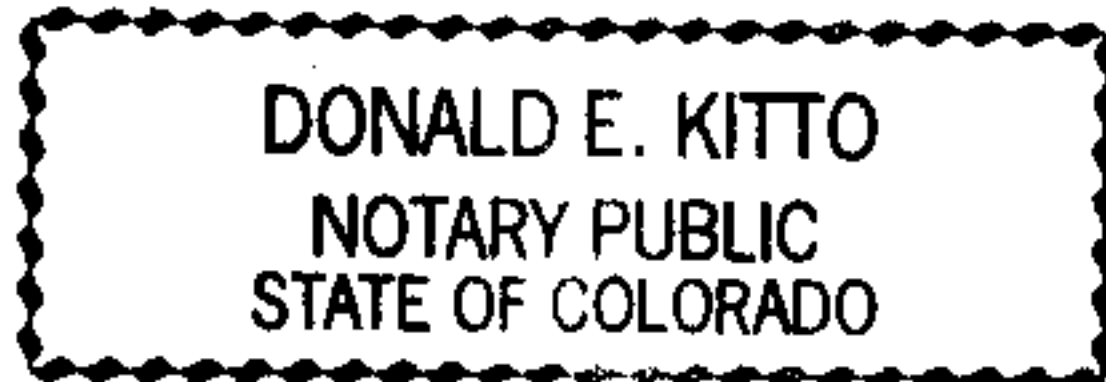
NOTARIAL SEAL

My Commission expires: 6/6/99

STATE OF COLORADO)
)
DENVER COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel G. Morgan, whose name is signed to the foregoing First Amendment to Mortgage, and who is known to me, acknowledged before me on this day that, being informed on the contents of the said First Amendment to Mortgage, he executed the same voluntarily.

Given under my hand and seal this 13th day of MAY, 1996.



Donald E. Kitto
Notary Public

NOTARIAL SEAL

My Commission expires: My Commission Expires Mar. 21, 1999

SCHEDULE I

A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a Westerly direction along the North line of said 1/4 section a distance of 301.28 feet to the POINT OF BEGINNING of the herein described parcel; thence turn a deflection angle of $50^{\circ}49'38''$ and run to the left in a Southwesterly direction a distance of 150.00 feet to a point; thence turn an interior angle of $88^{\circ}49'39''$ and run to the right in a Northwesterly direction a distance of 186.00 feet to a point on the North line of said Southwest 1/4; thence turn an interior angle of $39^{\circ}20'43''$ and run to the right in an Easterly direction along the North line of said Southwest 1/4 a distance of 236.55 feet to the POINT OF BEGINNING.

SCHEDULE II

Part 1

A parcel of land located in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West; thence run in a Westerly direction along the North line of said 1/4 section for a distance of 301.28 feet to a point; thence turn a deflection angle to the left of $51^{\circ}49'38''$ and run in a Southwesterly direction a distance of 524.87 feet to a point; thence turn an deflection angle to the right of $15^{\circ}42'53''$ and run in a Southwesterly direction a distance of 15.00 feet to a point; thence turn a deflection angle to the left of $102^{\circ}10'58''$ and run in a Southeasterly direction a distance of 195.60 feet to a point; thence turn a deflection angle to the right of $13^{\circ}53'06''$ and run in a Southeasterly direction a distance of 185.50 feet to a point; thence turn a deflection angle to the right of $3^{\circ}06'00''$ and run in a Southeasterly direction a distance of 201.40 feet to a point; thence turn a deflection angle to the right of $3^{\circ}14'59''$ and run in a Southeasterly direction a distance of 584.59 feet to a point; thence turn a deflection angle to the left of $93^{\circ}32'32''$ and run in a Northeasterly direction a distance of 406.08 to a point; thence turn a deflection angle to the left of $88^{\circ}06'12''$ and run in a Northwesterly direction a distance of 60.00 feet to the POINT OF BEGINNING; from the point of beginning thus obtained, thence turn a deflection angle of $88^{\circ}06'12''$ and run to the right in a Northeasterly direction a distance of 60.04 feet to a point; thence turn an interior angle of $91^{\circ}53'48''$ and run to the left in a Northwesterly direction a distance of 108.50 feet to a point; thence turn an interior angle of $88^{\circ}06'12''$ and run to the left in an Southwesterly direction a distance of 60.04 feet to a point; thence turn an interior angle of $91^{\circ}53'48''$ and run to the left in a Southeasterly direction a distance of 108.50 feet to the POINT OF BEGINNING. Said parcel contains 6,510 square feet, more or less.

SCHEDULE II

Part 2

A parcel of land situated in the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said Northwest 1/4 a distance of 711.77 feet to the POINT OF BEGINNING of the herein described parcel; thence continue in the same direction of the last described course, in a Westerly direction, a distance of 132.00 feet to a point; thence turn an interior angle of $93^{\circ}25'28''$ and run to the right in a Northerly direction a distance of 105.38 feet to a point on the Southerly boundary of Cahaba Valley Park North as recorded in Map Book 13, Pages 140a and 140b; thence turn an interior angle of $86^{\circ}30'35''$ and run to the right in an Easterly direction along the South line of said subdivision a distance of 133.58 feet to a point; thence turn an interior angle of $92^{\circ}38'17''$ and run to the right in a Southerly direction a distance of 105.16 feet to the POINT OF BEGINNING.

Inst # 1996-24091

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