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RLPY 0447 PAGE 0057

MORTGAGE FILING PRIVILEGE TAXES HAVE PREVIOUSLY BEEN PAID ON INDEBTEDNESS IN THE AMOUNT OF \$1,600,000 IN CONNECTION WITH THAT CERTAIN FUTURE ADVANCE MORTGAGE DATED SEPTEMBER 30, 1996 RECORDED WITH (I) THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA (BIRMINGHAM DIVISION) AS INSTRUMENT # 9611/7127, (II) THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA (BESSEMER DIVISION) IN REAL VOLUME 9662, AT PAGE 5027, AND (III) THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT # 1996/32289. MORTGAGE FILING PRIVILEGE TAXES ARE NOW DUE ON AN ADDITIONAL \$1,200,000 OF INDEBTEDNESS TO BE SECURED BY SUCH FUTURE ADVANCE MORTGAGE, AS AMENDED BY THIS AMENDMENT.

STATE OF ALABAMA)
JEFFERSON, SHELBY)
AND AUTAUGA COUNTIES)

9 6 1 3 / 1 5 5 5

FIRST AMENDMENT TO CREDIT DOCUMENTS

THIS FIRST AMENDMENT TO CREDIT DOCUMENTS ("this Amendment") is entered into as of October 5th, 1996 (the "Effective Date"), by **GREENSPRINGS ASSOCIATES, INC.**, an Alabama corporation (the "Borrower"), **EDWARD J. MARINO, JR.**, an individual, **ANTHONY P. MARINO**, an individual, and **JAMES C. WILSON, JR.**, an individual (collectively, the "Guarantors"), and **NATIONAL BANK OF COMMERCE OF BIRMINGHAM**, a national banking association (the "Lender").

Recitals

A. The Borrower and the Lender have previously entered into a Credit Agreement dated September 30, 1996 (the "Credit Agreement"), pursuant to which the Lender agreed to make a construction loan (the "Loan") available to the Borrower in the maximum principal amount of \$4,800,000 to finance the refinancing and/or acquisition, construction and development of the Project, as more particularly described in the Credit Agreement. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in said Credit Agreement.

B. The Loan is evidenced by the Borrower's promissory note in said principal amount (the "Note") dated September 30, 1996, which Note bears interest as provided therein and is payable in accordance with the terms thereof.

C. To secure the Obligations and to induce the Lender to extend Credit to the Borrower under the Credit Agreement and the other Credit Documents as described therein, the Borrower and the Guarantors executed certain Security Documents more particularly described in said Credit Agreement, including, among others, a Future Advance Mortgage (the "Mortgage") and an Absolute Assignment of Rents and Leases (the "Assignment of Rents and Leases"), each of which have been duly recorded in Jefferson and Shelby Counties, Alabama, and which Mortgage and Assignment of Rents and Leases encumber that certain real property more particularly described on Exhibit A attached hereto.

Inst # 1996-37107

296208.03\TCC\3818-109

DEED
MORTG. 1800.00
REC. 34.00
FILE 3.00

11/07/1996-37107
01:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 MCD 37.00

I CERTIFY THIS DOCUMENT
WAS FILED IN PROBATE
OFFICE OF JUDGE OF PROBATE
JUDGE OF PROBATE
OCT 22 PM 3:56

Lawyers Title

D. The Borrower and the Guarantors have now requested the Lender to advance additional Loan proceeds in the maximum amount of \$1,200,000 to the Borrower under the Credit Agreement in order to finance (i) the acquisition of that certain real property located in Autauga County, Alabama as more particularly described on Exhibit A (Additional Property) attached hereto (the "Additional Property") and (ii) the construction of a Shop-A-Snak convenience store to be located on the Additional Property, which the Lender has agreed to do upon the condition that the Borrower and the Guarantors execute this Amendment in order to amend the Security Documents upon the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower, the Guarantors and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Credit Agreement and the Security Documents.

2. The General Rules of Construction set forth in Section 1.1 of the Mortgage shall govern the construction and interpretation of this Amendment.

3. From and after the Effective Date, all references in the Credit Documents to the defined term "Credit Documents" shall refer to the Credit Documents as amended by this Amendment.

4. From and after the Effective Date, the Mortgage shall be, and it is hereby, amended as follows:

(a) Section 2.1(a) is hereby amended in its entirety to read as follows:

(a) **Land.** The land located in Jefferson, Shelby and Autauga Counties, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of the Borrower, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

- (b) Section 6.24 is hereby amended in its entirety to read as follows:

SECTION 6.24. Limitation on Obligations Secured. This Agreement is given to secure the Obligations; provided, however, that notwithstanding anything to the contrary contained herein: (i) the maximum amount of the principal obligations secured by this Agreement (the "Principal Obligations") shall not exceed \$2,800,000 (the "Maximum Principal Amount") at any one time outstanding; (ii) the Maximum Principal Amount of the Principal Obligations secured by this Agreement shall be deemed to be the first Principal Obligations to be advanced and the last Principal Obligations to be repaid; (iii) the security afforded by this Agreement for the Obligations shall not be reduced by any payments or other sums applied to the reduction of the Obligations so long as the total amount of outstanding Principal Obligations exceeds the Maximum Principal Amount and thereafter shall be reduced only to the extent that any such payments and other sums are actually applied by the Lender, in accordance with the Loan Documents, to reduce the outstanding Principal Obligations to an amount less than the Maximum Principal Amount; (iv) if at any time after the reduction of the Principal Obligations to an amount less than the Maximum Principal Amount, Principal Obligations should subsequently be incurred that increase the total outstanding Principal Obligations to an amount equal to or exceeding the Maximum Principal Amount, the security afforded by this Agreement shall thereupon be increased to the Maximum Principal Amount; and (v) the limitation contained in this Section 6.24 on the Maximum Principal Amount shall only pertain to Principal Obligations and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts and other Obligations secured hereby that are not Principal Obligations, it being the intention of the parties to this Agreement that this Agreement shall secure any Principal Obligations remaining unpaid at the time of foreclosure up to the Maximum Principal Amount, plus interest thereon, all costs of collection and all other amounts (except Principal Obligations in excess of the Maximum Principal Amount) included in the Obligations.

- (c) Exhibit A of the Mortgage is hereby amended by adding as Parcel VI thereof that certain real property more particularly described on Exhibit A (Additional Property) attached hereto and made a part hereof.

- (d) Exhibit C of the Mortgage is hereby amended by replacing Section 2 thereof in its entirety with the following:

2. The exceptions set forth in Schedule B of the mortgagee's title insurance policy issued or to be issued pursuant to that certain Commitment to Issue Title Insurance bearing File No. 96-2290 prepared

by Lawyers Title Insurance Corporation having an effective date of September 30, 1996, at 8:00 a.m. (as to Parcels I, II, III, IV and V) or October 14, 1996, at 8:00 a.m. (as to Parcel VI) (as marked down by said title insurance agent through the date of closing), to the extent only that such exceptions refer expressly to instruments recorded against, or otherwise specifically affect, the Property and not to any general, standard or similar exceptions that may appear in said policy.

5. Exhibit A of each of the Assignment of Rents and Leases, the Security Agreement and the Environmental Indemnity Agreement is hereby amended by adding as Parcel VI thereof that certain real property more particularly described on Exhibit A (Additional Property) attached hereto and made a part hereof.

6. All other provisions of the Credit Documents that are inconsistent with this Amendment are hereby modified so as to be consistent herewith.

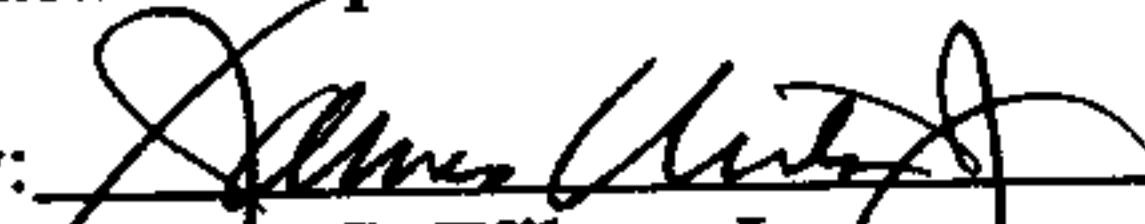
7. Except as specifically modified and amended hereby, the Credit Documents shall remain in full force and effect in accordance with their respective terms.

8. Notwithstanding the execution of this Amendment, all of the indebtedness evidenced by the Note shall remain in full force and effect, as modified hereby, and all of the Property described in the Mortgage and the Collateral described in the Security Documents, as amended hereby, shall remain subject to the liens, security interests and assignments of the Credit Documents as security for the indebtedness evidenced by the Note and all other indebtedness described therein; and the Borrower and the Guarantors agree that as to such Property and Collateral nothing contained in this Amendment shall be construed to constitute a novation of the indebtedness evidenced by the Note or to release, satisfy, discharge, terminate or otherwise affect or impair in any manner whatsoever (a) the validity or enforceability of the indebtedness evidenced by the Note; (b) the liens, security interests, assignments and conveyances effected by the Credit Documents, or the priority thereof; (c) the liability of any maker, endorser, surety, guarantor or other person that may now or hereafter be liable under or on account of the Note or the Credit Documents; or (d) any other security or instrument now or hereafter held by the Lender as security for or as evidence of any of the above-described indebtedness.


9. Each of the Borrower and the Guarantors hereby represents and warrants to the Lender that (a) all representations and warranties contained in the Credit Documents are true and correct as of the date hereof (except any such representations and warranties that are expressly limited to another date and those heretofore specifically waived, in writing, by the Lender for the specific instances and purposes set forth therein); and (b) no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing (except any such Event of Default that has been expressly and specifically waived, in writing, by the Lender for the specific instances and purposes set forth therein).


IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its officer thereunto duly authorized, all as of the date first set forth above.


GREENSPRINGS ASSOCIATES, INC., an Alabama corporation

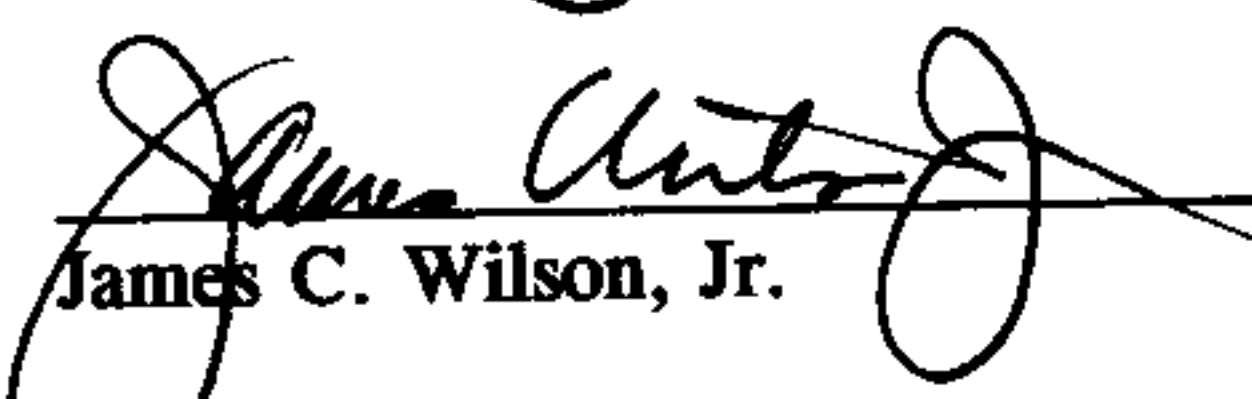
By: 
James C. Wilson, Jr.
Its Executive Vice-President

NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association

By: 
Its: Vice President


Edward J. Marino, Jr.


Anthony P. Marino


James C. Wilson, Jr.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James C. Wilson, Jr., whose name as Executive Vice-President of Greensprings Associates, 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 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 the 14th day of October, 1996.

Cynthia A. Pate
Notary Public

AFFIX SEAL

My commission expires: 3/29/2000

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William E. Matthews, Jr., whose name as Vice President of National Bank of Commerce of Birmingham, a national 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 15th day of October, 1996.

Angela Williams
Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 9, 1997

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Edward J. Marino, Jr., whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of October, 1996.

Cynthia A. Pike
Notary Public

[AFFIX SEAL]

My commission expires: 3/29/2000

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Anthony P. Marino, whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of October, 1996.

Cynthia A. Pike
Notary Public


[AFFIX SEAL]

My commission expires: 3/29/2000

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James C. Wilson, Jr., whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of October, 1996.



Notary Public

[AFFIX SEAL]

My commission expires: 3/29/2000

This Instrument Prepared By:
Thomas C. Clark III
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203
(205) 254-1000

Exhibit A

(Legal Description)

Parcel I

Lot A-2 according to a Re-survey of Lot A, Block 5 of A Re-survey of Block 5, Longbrook Estates as recorded in Map Book 21, Page 36 in the Probate Office of Jefferson County - Bessemer Division.

Parcel II**TRACT A**

Commence at the northwest corner of Section 27, Township 19 South, Range 1 West; thence run south along the west boundary of said section for a distance of 3288.18 feet; thence turn an angle of 90 degrees to the left and run in an easterly direction for a distance of 2408.88 feet to a point on the east boundary line of a county dirt road; thence turn an angle of 41 degrees 13 minutes 08 seconds to the right and run in a southeasterly direction for a distance 173.81 feet to the point of beginning; from the point of beginning thus obtained turn an angle to the right of 129 degrees 02 minutes 42 seconds and run in a southwesterly direction along the southerly right-of-way line of U.S. Highway No. 280 for a distance of 68.01 feet; thence turn angle to the left of 22 degrees 44 minutes 51 seconds and run in a southwesterly direction for a distance of 135.00 feet; thence turn an angle of 106 degrees to the left and run in a southwesterly direction for a distance of 208.91 feet thence turn an angle of 90 degrees 17 minutes 51 seconds to the left and run in a northeasterly direction for a distance of 338.04 feet; thence turn an angle to the left of 140 degrees 57 minutes 18 seconds and run in a southwesterly direction along the southerly right of way line of U.S. Highway No. 280 for a distance of 200.32 feet to the point of beginning.

TRACT B

Commence at the northwest corner of Section 27, Township 19 South, Range 1 West; thence run south along the west boundary of said Section for a distance of 3288.18 feet; thence turn an angle of 90 degrees to the left and run in an easterly direction for a distance of 2408.89 feet to a point on the east boundary line of a county dirt road; thence turn an angle of 41 degrees 13 minutes 06 seconds to the right and run in a southeasterly direction for a distance of 173.81 feet; thence turn an angle to the right of 129 degrees 02 minutes 42 seconds and run in a southwesterly direction along the southerly right-of-way line of U.S. Highway No. 280 for a distance of 68.01 feet; thence turn an angle to the left of 22 degrees 44 minutes 51 seconds and run in a southwesterly direction for a distance of 135.00 feet to the point of beginning; From the point of beginning thus obtained continue in a southwesterly direction along last described course for a distance of 159.00 feet thence turn an angle to the left of 106 degrees 17 minutes

51 seconds and run in a southeasterly direction for a distance of 251.53 feet; thence turn an angle of 90 degrees to the left and run in a northeasterly direction for a distance of 151.54 feet; thence turn an angle to the left of 89 degrees 42 minutes 09 seconds and run in a northwesterly direction for a distance of 206.91 feet to the point of beginning.

Parcel III

Part of the NW 1/4 of NW 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the northwest corner of said 1/4-1/4 section, run in an easterly direction along the north line of said 1/4-1/4 section for a distance of 442.60 feet to an existing iron pin being on the southeasterly right-of-way line of State Highway #261 and being the point of beginning; thence continue along last mentioned course for a distance of 150.00 feet to an existing iron pin; thence turn an angle to the right of 124°06'08" and run in a southwesterly direction for a distance of 331.82 feet to an existing iron pin being on the curved northeasterly right-of-way line of North Chandalar Drive; said curve being concave in a northeasterly direction and having a central angle of 13°41'10" and a radius of 185.68 feet; thence turn an angle to the right (98°59' to chord or 92°08'25" to tangent) and run in a northwesterly direction along the arc of said curved right-of-way line for a distance of 44.35 feet to the end of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve for a distance of 105.41 feet to a point of curve; said second curve being concave in an easterly direction and having a central angle of 86°04'48" and a radius of 25.00 feet; thence turn an angle to the right and run northwesterly, northerly and northeasterly directions for a distance of 37.56 feet to the end of said curve; thence run in a northeasterly direction along the southeasterly right-of-way line of State Highway #261 for a distance of 186.87 feet to the point of beginning.

Parcel IV

Part of the NW 1/4 of the NW 1/4 of Section 26 Township 20 South, Range 3 West, more particularly described as follows:

Commence at the most westerly corner of Lot 5, Block 5 of Dearing Downs - Second Addition, as recorded in Map Book 9, Page 33 in the Office of the Judge of Probate in Shelby County, Alabama; thence in a southeasterly direction along the southwesterly line of said Lot 5, a distance of 284.29 feet to the most southerly corner of said Lot 5; thence 89 degrees 04 minutes 57 seconds right, in a southwesterly direction along the northwesterly line of an 80 feet Colonial Pipe Line Easement, a distance of 296.75 feet to the Point of Beginning; thence continue along last described course, a distance of 205.00 feet to the intersection with the west line of said 1/4-1/4 section line; thence 115 degrees 18 minutes 25 seconds right, in a northerly direction along said 1/4-1/4 section line, a distance of 67.81 feet to the intersection with the easterly right-of-way line of Shelby County Highway No. 96, said point being on a curve, having a radius of

2840.65 feet; thence 2 degrees 54 minutes 33 seconds right to tangent of said curve, in a northerly direction along said curve to the left and along said right-of-way line, a distance of 178.86 feet to the beginning of a curve to the right, having a radius of 25.00 feet; thence in an northeasterly direction along said curve, and along the southerly right-of-way line of Townhouse Road, a distance of 38.84 feet to end of said curve; thence easterly direction along a line tangent to said curve and along said right-of-way line a distance of 33.64 feet to the beginning of a curve to the left, having a radius of 211.66 feet; thence in a northeasterly direction along said curve and right-of-way line, a distance of 133.20 feet to the Point of Beginning.

Parcel V

Lot 15B, according to a Resurvey of Lot 15A of a resurvey of Lots 14 and 15 Gravette's Addition to Huffman as recorded in Map Book 90 Page 24 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

Exhibit B
(Additional Property)

(Legal Description)

Part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 17 North, Range 16 East, Autauga County, Alabama and also being a part of Block 2, Prattmont Subdivision, as recorded in the Office of the Judge of Probate, Autauga County, Alabama in Deed Book 54 at Page 498, being more particularly described as follows:

Begin at the corner of Lots 9, 10, 32 and 33 of said Block 2, Prattmont Subdivision; Thence South 49° 26' 36" West, 65.83 feet to an iron pipe; Thence North 00° 42' 45" East 233.02 feet to an iron pipe lying on the South right-of-way of East Main Street; Thence along said right-of-way South 87° 12' 07" East, 189.12 feet to an iron pipe; Thence along a curve, a chord bearing of South 56° 26' 40" East, 23.89 feet to an iron pipe; Thence along a curve a chord bearing of South 44° 23' 41" East, 124.97 feet to an iron pipe lying on the West right-of-way of Alabama Highway No. 31; Thence along said right-of-way South 10° 49' 05" East, 95.74 feet to an iron pipe; Thence leaving said right-of-way South 50° 43' 56" West, 192.64 feet to an iron pipe; Thence North 40° 34' 47" West, 146.24 feet to an iron pipe; Thence North 40° 46' 24" West, 34.90 feet to the point of beginning.



State of Alabama - Jefferson County
I certify this instrument filed on:
1996 NOV 05 P.M. 16:06
Recorded and \$
and \$ 33.00
Deed Tax and Eee Amt. 33.00
Total \$
GEORGE R. REYNOLDS, Judge of Probate
9613/1555

Inst # 1996-37107

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11/07/1996-37107
01:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 MCD 37.00