

This instrument prepared by and return to:
Julian E. Whitehurst, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

April 3, 1998

Inst # 1998-13097

Borrower Name: Birmingham Realty Company
Project Name: Columbiana Square Shopping Center

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT dated April __, 1998, (hereinafter referred to as the "Amendment") is made, executed and delivered as of the day and year first written above, between **BIRMINGHAM REALTY COMPANY**, an Alabama corporation, whose address is 2118 First Avenue, North, Birmingham, Alabama, 35203 (hereinafter referred to as "Mortgagor"), and **NATIONWIDE LIFE INSURANCE COMPANY**, an Ohio corporation, having its principal office at One Nationwide Plaza, Columbus, Ohio 43215-2220, Attention: Real Estate Investment Department, 34T, or at such other place either within or without the State of Ohio as it may from time to time designate, and any subsequent holder(s) hereof (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a Mortgage And Security Agreement, dated as of January 14, 1998, and recorded as Instrument Number 1998-01781 in the Probate Office of Shelby County, Alabama (the "Mortgage") in the principal amount of THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00) with interest thereon, which indebtedness is evidenced and represented by that certain Mortgage Note of even date herewith in the sum of THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00) payable to Nationwide Life Insurance Company (said Mortgage Note being hereinafter referred to as the "Note"); and

WHEREAS, the Note indicated that the Note shall be due and payable on February 5, 2018;

WHEREAS, the Mortgage incorrectly indicated that the Note shall be due and payable on January 5, 2018; and

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04/13/1998-13097
12:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16.00

NOW THEREFORE, in consideration of the promises herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to correct the scrivener's error regarding the date that the Note shall become due and payable, the parties agree as follows:

1. The first "WHEREAS" clause in the Mortgage is hereby amended and restated in its entirety to read as follows:


WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00) with interest thereon, which indebtedness is evidenced and represented by that certain Mortgage Note of even date herewith in the sum of THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00) payable to Nationwide Life Insurance Company (said Mortgage Note being hereinafter referred to as the "Note"), which Note shall be due and payable on February 5, 2018; and

2. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in the Mortgage.

3. Ratification of Declaration. Except as provided otherwise in this Amendment, the Mortgage shall continue in full force and effect in accordance with its terms.

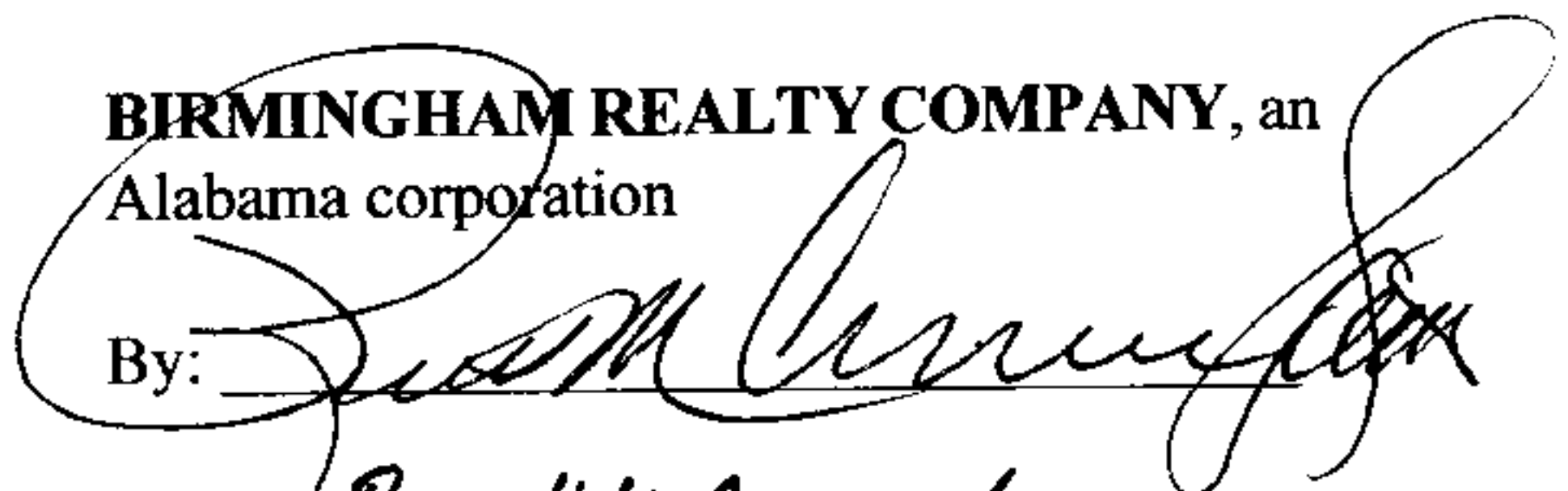
4. Counterparts. This Amendment may be executed in multiple identical counterparts and when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.


Name: John Hagefsrud

Name: _____

BIRMINGHAM REALTY COMPANY, an
Alabama corporation

By: 
Name: Russell M. Cunningham

Its: President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, a Notary Public in and for said state, hereby certify that Russell M. Cunningham, whose name as (Office of Signature) President of **BIRMINGHAM REALTY COMPANY** an Alabama corporation, is signed to the foregoing instrument, and who is acknowledged before me on this 3rd day of April, 1998 that, being informed of the contents of the instrument, 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 3rd day of April, 1998.

Notary Public

Name:

My Commission Expires:

R. Coffee Colvin

R. Coffee Colvin

8/13/99

(SEAL)

Sue A. Crego

Name: Sue A. Crego

Shirley K. Frank

Name: Shirley K. Frank

NATIONWIDE LIFE INSURANCE
COMPANY, an Ohio corporation

By: Robert H. McNaghten

Robert H. McNaghten

Name: _____, Vice President

(CORPORATE SEAL)

STATE OF OHIO
COUNTY OF FRANKLIN

I, a Notary Public in and for said state, hereby certify that Robert H. McNaghten, whose name as Vice President of NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation, is signed to the foregoing instrument, and who is acknowledged before me on this 6th day of April, 1998 that, being informed of the contents of the instrument, 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 6th day of April, 1998.



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

Notary Public Sue Ann Crego

Name: SUE Ann Crego

Commission No.: _____

My Commission Expires: 10-24-00

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