

STATE OF ALABAMA)
SHELBY COUNTY)

MODIFICATION OF SECURITY DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS; that, on April 25, 1997, Pelham 4 Partners, an Alabama General Partnership (herein Borrower) gave to Union State Bank (herein Bank) certain documents in order to secure the payment of a Seven Hundred Thousand and No/100 Dollars (\$700,000.00) loan (the Loan) from Bank to Borrower. The said documents (the Loan Documents) given by Borrower to Bank include but are not limited to the following:

- A. Mortgage recorded in Instrument No. 1997-13160 Office of the Judge of Probate, Shelby County, Alabama (the Mortgage); and
- B. Assignments of Leases, Rents and Profits recorded in Instrument No. 1997-13161 Office of the Judge of Probate, Shelby County, Alabama (the Assignment); and
- C. UCC-1 Financing Statement recorded in Instrument No. 1997-13162 Office of the Judge of Probate, Shelby County, Alabama (the UCC).

Borrower has requested that Bank increase the amount of the Loan from \$700,000.00 to Eight Hundred Twenty Five Thousand Forty and No/100 Dollars (\$825,040.00) and Bank has agreed to such request. Accordingly, Borrower agrees and acknowledges as follows:

- 1. The Mortgage, the Assignment, the UCC and all other Loan Documents attained by Bank in conjunction with the Loan are hereby modified to show a principal balance of \$825,040.00.
- 2. Borrower hereby ratifies and affirms as of this date, all representations and warranties contained in each and every Loan Documents obtained by Bank in conjunction with the Loan, including but not limited to the Mortgage, the Assignment and the UCC.
- 3. Borrower has, on this date, also given to Bank a Replacement Mortgage Note (the Replacement Note), which Replacement Note replaces the Note Bank obtained from Borrower in conjunction with the Loan. Such Replacement Note evidences a debt of \$825,040.00 but does not extend or renew the Loan.
- 4. Edgar M. Stover and Robert M. Miller both individually and as general partners of Pelham 4 Partners, an Alabama General Partnership, represent and warrant to Bank that they are the only general partners of the Borrower, that all partnership documents previously delivered to Bank in conjunction with this and all loan requests from Borrower are true and correct as of this date and that they, as such general partners have full power and authority to execute this Modification and each and every other document obtained by Bank in conjunction with this modification.

Done this 13th day of April, 1998.

**PELHAM 4 PARTNERS, AN
ALABAMA GENERAL PARTNERSHIP**


By: Edgar M. Stover
Its: General Partner


By: Robert M. Miller
Its: General Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that EDGAR M. STOVER AND ROBERT M. MILLER, as the general partners of PELHAM 4 PARTNERS, AN ALABAMA GENERAL PARTNERSHIP, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such partners and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and seal this 13 day of April, 1998.



Notary Public

My Commission Expires: 3-1-02

Inst # 1998-13694