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**SIXTH AMENDMENT TO CREDIT DOCUMENTS****between****Greensprings Associates, Inc. (Mortgagor)****and****National Bank of Commerce of Birmingham (Mortgagee)**

Inst # 1999-08941 2.00

The following instrument, which is the Third Amendment to a Promissory Note and the Sixth Amendment to Other Credit Documents, amends that certain Future Advance Mortgage executed by Greensprings Associates, Inc., as amended. The mortgage and amendments thereof have been recorded as follows:

**Probate Office of Jefferson County (Birmingham Division):**

<u><b>Instrument</b></u>	<u><b>Date of Instrument</b></u>	<u><b>Recording Data</b></u>
Future Advance Mortgage	September 30, 1996	Instrument #9611/7127
First Amendment to Credit Documents	October 15, 1996	Instrument #9613/1555
Second Amendment to Credit Documents	September 10, 1997	Instrument #9711/6208
Third Amendment to Credit Documents	July 28, 1998	Instrument #9809/8413
Fourth Amendment to Credit Documents	September 2, 1998	Instrument #9812/0774
Fifth Amendment to Credit Documents	September 24, 1998	Instrument # 9812/4719

Inst # 1999-08941  
 03/03/1999-08941  
 02:10 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 008 NWS 26.00

**Probate Office of Jefferson County (Bessemer Division):**

<u><b>Instrument</b></u>	<u><b>Date of Instrument</b></u>	<u><b>Recording Data</b></u>
Future Advance Mortgage	September 30, 1996	Instrument #9662/5027
First Amendment to Credit Documents	October 15, 1996	Instrument #9662/9726
Second Amendment to Credit Documents	September 10, 1997	Instrument # 9762/4846
Third Amendment to Credit Documents	July 28, 1998	Instrument # 9862/1102
Fourth Amendment to Credit Documents	September 2, 1998	Instrument #9862/4996
Fifth Amendment to Credit Documents	September 24, 1998	Instrument #9862/5741

**Probate Office of Shelby County:**

<b><u>Instrument</u></b>	<b><u>Date of Instrument</u></b>	<b><u>Recording Data</u></b>
Future Advance Mortgage	September 30, 1996	Instrument #1996-32289
First Amendment to Credit Documents	October 15, 1996	Instrument #1996-37107
Second Amendment to Credit Documents	September 10, 1997	Instrument #1997-33251
Third Amendment to Credit Documents	July 28, 1998	Instrument #1998-29636
Fourth Amendment to Credit Documents	September 2, 1998	Instrument #1998-36163
Fifth Amendment to Credit Documents	September 24, 1998	Instrument #1998-37538


**Probate Office of Autauga County:**

<b><u>Instrument</u></b>	<b><u>Date of Instrument</u></b>	<b><u>Recording Data</u></b>
Future Advance Mortgage	September 30, 1996	Real Property Volume 447, page 3
First Amendment to Credit Documents	October 15, 1996	Real Property Volume 447, page 57
Second Amendment to Credit Documents	September 10, 1997	Real Property Volume 478, page 398
Third Amendment to Credit Documents	July 28, 1998	Real Property Volume 501, page 25
Fourth Amendment to Credit Documents	September 2, 1998	Real Property Volume 505, page 237
Fifth Amendment to Credit Documents	September 24, 1998	Real Property Volume 506, page 111

**Probate Office of Walker County:**

<b><u>Instrument</u></b>	<b><u>Date of Instrument</u></b>	<b><u>Recording Data</u></b>
Future Advance Mortgage	September 30, 1996	Book 1559, page 291
First Amendment to Credit Documents	October 15, 1996	Book 1559, page 329
Second Amendment to Credit Documents	September 10, 1997	Book 1559, page 341
Third Amendment to Credit Documents	July 28, 1998	Book 1596, page 518
Fourth Amendment to Credit Documents	September 2, 1998	Book 1600, page 413
Fifth Amendment to Credit Documents	September 24, 1998	Book 1604, page 264

I hereby certify that the attached is a true and correct copy of the Third Amendment to Promissory Note and Amendment to Other Credit Documents.



Stephen W. Stallcup, Esq.

**THIRD AMENDMENT TO PROMISSORY NOTE AND AMENDMENT  
TO OTHER CREDIT DOCUMENTS**

**THIS THIRD AMENDMENT TO PROMISSORY NOTE AND AMENDMENT TO OTHER CREDIT DOCUMENTS** ("this Amendment") is dated as of the 3rd day of December, 1998, by and between **NATIONAL BANK OF COMMERCE OF BIRMINGHAM**, a national banking association (the "Lender"), and **GREENSPRINGS ASSOCIATES, INC.**, an Alabama corporation ("Borrower").

**Recitals**

A. The Borrower and the Lender have previously entered into that certain Credit Agreement dated September 30, 1996, as amended by (i) that certain First Amendment to Credit Documents dated October 15, 1996; (ii) that certain Second Amendment to Credit Documents dated September 10, 1997; (iii) that certain Third Amendment to Credit Documents dated July 28, 1998; (iv) that certain Fourth Amendment to Credit Documents dated September 2, 1998; and (v) that certain Fifth Amendment to Credit Documents dated September 24, 1998 (as amended, the "Credit Agreement"), pursuant to which the Lender agreed to make a construction/permanent loan (the "Loan") available to the Borrower in the maximum principal amount of \$6,156,039.07 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. As of the date hereof, the outstanding principal balance of the Loan is \$6,131,100.69.

B. The Loan is evidenced by the Borrower's Promissory Note dated September 30, 1996, as amended by that certain First Amendment to Promissory Note dated July 28, 1998 and that certain Second Amendment to Promissory Note dated September 24, 1998 (as amended, the "Note"), 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 executed, among other security documents, that certain Future Advance Mortgage dated September 30, 1996, as amended by (i) that certain First Amendment to Credit Documents dated October 15, 1996; (ii) that certain Second Amendment to Credit Documents dated September 10, 1997; (iii) that certain Third Amendment to Credit Documents dated July 28, 1998; (iv) that certain Fourth Amendment to Credit Documents dated September 2, 1998; and (v) that certain Fifth Amendment to Credit Documents dated September 24, 1998 (as amended, the "Mortgage").

D. The Borrower and the Lender have agreed to make certain modifications to the Note and the Mortgage pursuant to the terms and conditions hereof.



### Agreement

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual agreement of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend the Note and the other Credit Documents as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings attributed thereto in the Credit Agreement and the Security Documents.
2. From and after the date hereof, all references in the Credit Documents to the defined term "Credit Documents" shall refer to the Credit Documents as amended by this Amendment.
3. The Note is hereby amended by replacing subsection 4(b) thereof in its entirety with the following:

During the Permanent Phase, principal and interest shall be payable under this Note in 166 consecutive monthly installments of principal and interest, payable on the last day of each month, commencing November 30, 1998. The first 165 of such principal installments shall be established at an amount that will amortize the unpaid principal balance as of December 3, 1998 with interest thereon at an assumed interest rate equal to the applicable interest rate hereunder as of such date in 166 consecutive monthly installments of principal and interest of approximately equal amounts, and the last of such principal installments shall be in the amount of the entire principal balance then remaining unpaid hereunder, plus accrued interest, and shall be due and payable on September 30, 2012 (the "Maturity Date").

The monthly principal and interest installments provided in this Note have been established at an amount that will amortize the unpaid principal balance with interest thereon at an assumed interest rate equal to the applicable interest rate as of December 3, 1998 in 166 consecutive monthly installments of principal and interest of approximately equal amounts. However, the parties realize that due to an increase in the interest rate on this Note caused by an increase in the Prime Rate, the monthly installment amounts may not be sufficient to amortize the principal and interest fully by the Maturity Date as contemplated. Accordingly, the parties have agreed that if the monthly installment amount shall at any time be insufficient to amortize fully the principal and interest payable under this Note by the Maturity Date, the monthly installment shall, at the option of the Holder, be increased to an amount sufficient for such full amortization. The amount of such increase shall be determined by the Holder, and the Holder shall notify the Borrower in writing of the increased monthly installment amount at least fifteen (15) days prior to the effective date of the increase; provided, however, such an

increase in the required payments of principal and interest hereunder shall not occur more frequently than once in any given twelve-month period; provided, further, the maximum amount of any one increase shall be ten percent (10%) more than the required monthly payments prior to such increase. Notwithstanding the foregoing, the Holder shall have the right at any time to increase the monthly payments required hereunder to an amount sufficient to prevent any negative amortization hereunder.

4. The Mortgage is hereby amended by replacing subsection 6.19 thereof in its entirety with the following:

**SECTION 6.19 Release of Parcels of Real Property.** So long as no Event of Default shall have occurred and be continuing, any one or more Shop-A-Snak locations may be released from the Lien of this Mortgage upon the Borrower's request provided that the ratio of (i) the outstanding principal balance of the Loan at the time of such release to (ii) the appraised value of the Property not to be released from the Lien of this Mortgage (the "Remaining Property") is less than or equal to 0.8 to 1.0. For purposes of determining such ratio, the Lender shall refer to the appraisal previously delivered to the Lender at the time of the acquisition by the Borrower of such Remaining Property (or a more recent updated appraisal reasonably acceptable to the Lender) unless, in the Lender's sole and absolute discretion, there has been an unfavorable change in market conditions sufficient to warrant a new appraisal to confirm values. Upon request by the Borrower and a determination by the Lender that the above-referenced ratio requirement has been met, the Lender shall promptly deliver to the Borrower a partial release of said Property from the Lien of this Mortgage. The Lender will consent to the substitution of other Shop-A-Snak locations into the collateral pool, provided that the property is acceptable to the Lender, in its sole discretion, including but not limited to the appraised value and environmental condition of the property.

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

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

7. 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, as amended hereby, and the Collateral described in the Security Documents 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 agrees 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.

8. The Borrower 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).

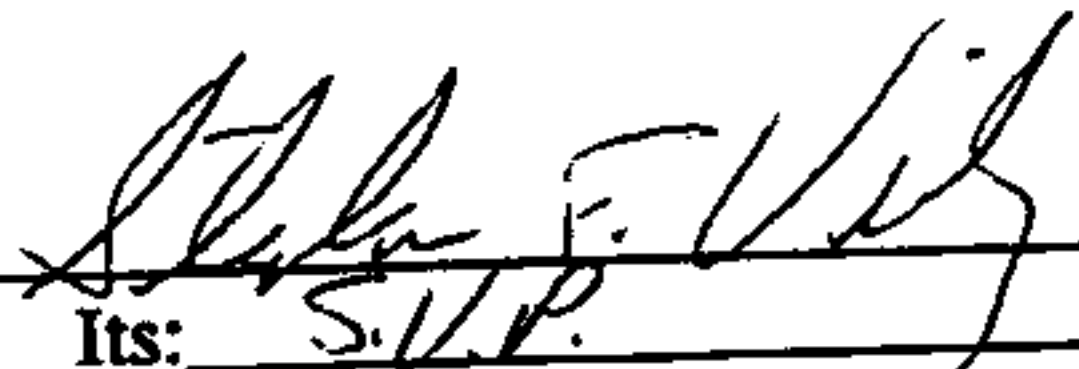
9. Any provision of this Amendment or any other loan document referenced herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, each of the Lender and the Borrower has executed this Amendment as of the date set forth above.

GREENSPRINGS ASSOCIATES, INC.

By:   
Its: VICE-PRESIDENT

NATIONAL BANK OF COMMERCE OF  
BIRMINGHAM

By:   
Its: S.L.P.



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 as 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 12 day of November, 1998.

Cynthia A. Pike  
Notary Public

AFFIX SEAL

My commission expires: 3/29/2000

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

03/03/1999-08941  
02:10 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOB 11/15 26.00

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen F. Vickery, whose name as Senior 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 12<sup>th</sup> day of November, 1998.

Stephen F. Vickery  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 14, 2001.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

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State of Alabama - Jefferson County  
I certify this instrument filed on:  
1999 FEB 24 P.M. 16:42  
Recorded and \$ \_\_\_\_\_ Mtg. Tax  
and \$ 22.00 Deed Tax and Esc. Amt. 22.00  
Total \$ \_\_\_\_\_  
GEORGE R. REYNOLDS, Judge of Probate  
9903/3346