

STATE OF ALABAMA )

SHELBY COUNTY )

Inst. # 1999-10981

03/16/1999-10981

08:56 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

238.50

**FIRST AMENDMENT TO  
MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES**

THIS FIRST AMENDMENT to Mortgage, Security Agreement and Assignment of Rents and Leases is entered as of this 3rd day of March, 1999, by and between **Pelham Parkway, L.L.C.**, an Alabama limited liability company (the "Mortgagor"), whose address is c/o Southmark Properties, L.L.C., 100 Centerview Drive, Suite 120, Birmingham, Alabama 35216, and **AmSouth Bank**, a state banking corporation (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama, 35288, Attention: Commercial Real Estate Loan Department.

Recitals

A. The Mortgagor executed in favor of the Mortgagee that certain Mortgage, Security Agreement and Assignment of Rents and Leases, dated as of August 25, 1998, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1998-33814 (the "Mortgage"). All capitalized terms not defined herein shall have the meaning assigned to them in the Mortgage.

B. Under the terms of the Mortgage, the Mortgage secures a Master Note in the principal amount of \$1,200,000, dated August 25, 1998.

C. The Mortgagor has requested an additional loan from the Mortgagee, and the Mortgagee has agreed to such request on certain conditions, one of which is the execution of this First Amendment to evidence the additional debt being added to the Debt secured by the Mortgage.

Agreement

NOW, THEREFORE, in consideration of the above Recitals, the Mortgagor and the Mortgagee hereby agree as follows:

The defined term "Note" shall hereafter mean the \$1,350,000 increased and restated Master Note dated March 3, 1999, increasing and restating the \$1,200,000 Master Note dated August 25, 1998, executed by the Mortgagor in favor of the Mortgagee.

The Mortgagor represents and warrants to the Mortgagee that the representations and warranties included in the Mortgage are as true on the date hereof as when originally made, except as such representations and warranties expressly relate to an earlier date. The Mortgagor further represents and warrants that no Event of Default has occurred under the Mortgage that is continuing on the date hereof.

The amount of additional principal indebtedness added by this Amendment is \$150,000, upon which mortgage tax has been paid upon the recording of this Amendment.

Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have caused this First Amendment to be executed by their respective duly authorized representatives, as of the date first set forth above.

**PELHAM PARKWAY, L.L.C.**

By [Signature]  
Its Manager

By [Signature]  
Its Manager

**AMSOUTH BANK**

By [Signature]  
Its Vice President

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned, a Notary in and for said County in said State, hereby certify that John McGeever, whose name as Manager of Pelham Parkway, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me that on this day, that, being informed of the contents of said instrument, he, as such officer of said limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 16<sup>th</sup> day of March, 1999.

[Signature]  
Notary Public

AFFIX SEAL  
My commission expires: MY COMMISSION EXPIRES  
MAY 17, 2002

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary in and for said County in said State, hereby certify that James A. Bruno, whose name as Manager of Pelham Parkway, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me that on this day, that, being informed of the contents of said instrument, he, as such officer of said limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 16<sup>th</sup> day of March, 1999.

  
\_\_\_\_\_  
Notary Public

AFFIX SEAL

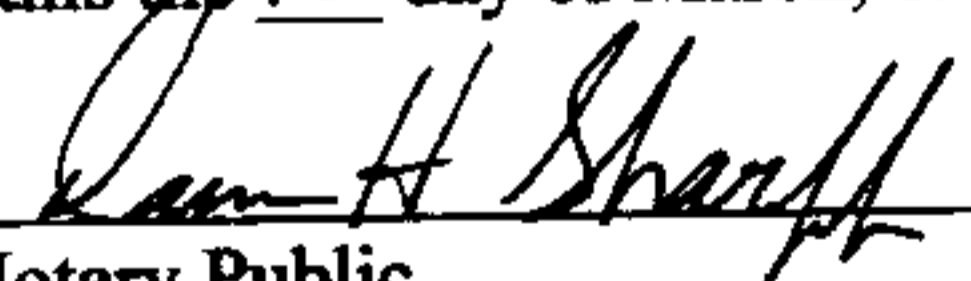
My commission expires:                      **MY COMMISSION EXPIRES  
MAY 17, 2002**

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence Clark, whose name as Vice President of AmSouth Bank, a state banking 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 banking corporation.

Given under my hand and official seal this the 11 day of March, 1999.

  
\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: 1-4-02

This instrument prepared by:

Dawn Helms Sharff, Esq.  
Walston, Wells, Anderson & Bains, LLP  
505 N. 20th Street, Suite 500  
Birmingham, AL 35203  
(205) 251-9600

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