

STATE OF ALABAMA)
 :
SHELBY COUNTY)

SECOND MODIFICATION TO LOAN DOCUMENTS

THIS AGREEMENT made as of the 22nd day of November, 2000, by and between HELENA MARKETPLACE, L.L.C., an Alabama limited liability company ("Borrower"), E. PAUL STREMPER, JR., RICK L. GRIFFITH, ANTHONY J. BRUNO, and JAMES A. BRUNO (collectively referred to as the "Guarantors") (Borrower and Guarantors are sometimes collectively referred to as the "Obligors"), and REGIONS BANK, an Alabama state banking corporation ("Lender").

RECITALS:

A. Lender is the holder of the Helena Loan Documents described in Exhibit A attached hereto, all as modified by this agreement. All the documents and instruments referred to or described in this Paragraph A, and all other documents and instruments further securing the Helena Note, as modified herein, are referred to as the "Loan Documents." The real and personal properties pledged and mortgaged under the Loan Documents are referred to as the "Project."

B. Borrower, Main Street Marketplace, L.L.C., an Alabama limited liability company ("Chipley"), and Meridian Marketplace, L.L.C., an Alabama limited liability company ("Meridian") have executed in favor of Lender promissory notes secured by mortgages and various other loan documents covering various real estate projects in addition to the Project (which notes, security instruments and documents are referred to, together with this agreement and the Loan Documents, as "Term Loan Documents"). Lender, Borrower, Chipley and Meridian executed a Term Loan Agreement dated this date, which (*inter alia*) provides that the Meridian Project stands as security for the Chipley Note (as such terms are described in the Term Loan Agreement), subject to the terms of the Term Loan Agreement.

C. The purpose of this document (*inter alia*) is to provide record notice of the agreement of the parties (a) that the Project and the Loan Documents are made subject to the provisions of the Term Loan Agreement, and (b) the Loan Documents have been amended by the Term Loan Agreement.

If not defined herein, capitalized terms used herein shall have the meanings given to them in the Term Loan Agreement.

Inst # 2000-40711

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**11/28/2000-40711
08:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 NMB 33.00**

WITNESSETH:


NOW THEREFORE, in consideration of the premises and of other due, good, and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

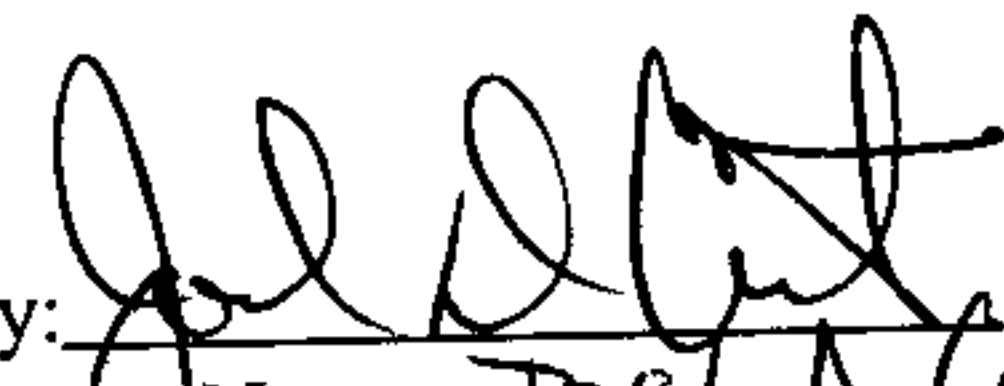
1. **Helena Note.** The Helena Note is amended as set forth in the Term Loan Agreement, and is subject to the provisions of the Term Loan Agreement, as the same may be amended from time to time.
2. **References in Loan Documents.** All references in the Term Loan Documents to the term "Loan Documents" or "Term Loan Documents" shall refer to and include this instrument, the Note, the other Loan Documents, and the Term Loan Documents as modified by this instrument, together with all other loan documents and instruments further securing the Note whether now existing or hereafter executed.
3. **Guaranty.** Each Guarantor consents to this agreement; and the Guaranty is ratified, confirmed, amended and restated to include this instrument as one of the Loan Documents described therein.
4. **Future Changes to Term Loan Agreement.** The Loan Documents shall be subject to any future changes in the Term Loan Agreement executed by and between Borrowers and Lender.
5. **Ratification.** Except as expressly modified herein, all of the terms, covenants, conditions, and stipulations of the Term Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by the Borrowers.
6. **Counterparts.** This agreement may be executed in counterparts, but all counterparts shall constitute but one and the same document.

"LENDER:"

REGIONS BANK, an Alabama state banking corporation

ATTEST:

By: 
Name: Patrick Carlton
Its: Loan Officer

By:  [SEAL]
Name: Joel D. Cornett
Its: Vice President

"BORROWER:"

HELENA MARKETPLACE, L.L.C., an Alabama limited liability company, by its Members

- (1) SRC Realty, L.L.C., an Alabama limited liability company

By: E. Paul Stempel, Jr. [SEAL]
E. Paul Stempel, Jr., Member

By: Rick L. Griffith [SEAL]
Rick L. Griffith, Member

- (2) Southmark Properties, L.L.C., an Alabama limited liability company

By: James A. Bruno [SEAL]
James A. Bruno, Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joel D. Cornett, whose name as Vice President of Regions Bank, an Alabama 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 Alabama state banking corporation on the day the same bears date. Given under my hand and official seal this 22nd day of November, 2000.

Shelly A. Hudson
Notary Public

My Commission Expires: 3-23-03

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that E. Paul Stempel, Jr., whose name as Member of SRC Realty, L.L.C., an Alabama limited liability company, as Member of Helena Marketplace, L.L.C., an Alabama limited liability company, 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 Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 22nd day of November, 2000.

Lisa A. Morrison
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick L. Griffith, whose name as Member of SRC Realty, L.L.C., an Alabama limited liability company, as Member of Helena Marketplace, L.L.C., an Alabama limited liability company, 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 Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 22nd day of November, 2000.



Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James A. Bruno, whose name as Manager of Southmark Properties, L.L.C., an Alabama limited liability company, as Member of Helena Marketplace, L.L.C., an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 22nd day of November, 2000.


Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Signed, sealed and delivered
in the presence of:

Lisa A. Morrison
Notary Public

My Commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Lisa A. Morrison
Notary Public

My Commission expires: _____
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Lisa A. Morrison
Notary Public

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Lisa A. Morrison
Notary Public

My Commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 3, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

"GUARANTORS:"

(1) E. Paul Stempel, Jr. [SEAL]
E. Paul Stempel, Jr.

Date of Notarization: 11/22/00

(2) Rick L. Griffith [SEAL]
Rick L. Griffith

Date of Notarization: 11/22/00

(3) Anthony J. Bruno [SEAL]
Anthony J. Bruno

Date of Notarization: 11/22/00

(4) James A. Bruno [SEAL]
James A. Bruno

Date of Notarization: 11/22/00

EXHIBIT A

HELENA LOAN DOCUMENTS

Borrower: Helena Marketplace, L.L.C., an Alabama limited liability company

Lender: AmSouth Bank, an Alabama banking corporation

Helena Indenture: Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement (Alabama) dated November 13, 1997, made by Borrower to Lender, recorded as Instrument No. 1997-37153, Probate Office of Shelby County, Alabama.

Helena Notes: Promissory Notes in the face amounts of \$3,975,000 and \$600,000, each dated November 13, 1997, made by Borrower to Lender, and each secured by the Helena Indenture and other Helena Loan Documents.

Helena Loan Documents: The Helena Indenture, Construction Loan Agreement, Assignment of Contract Documents, and UCC-1 Financing Statements, from Borrower to Lender, and Continuing Guaranties from Guarantors to Lender, all dated November 13, 1997, together with all other documents further securing the Helena Notes, as amended by the Helena Amendments (described below).

Guarantors: Collectively, E. Paul Stremmel, Jr., Rick L. Griffith, Anthony J. Bruno, and James A. Bruno.

Helena Amendments: The First Amendment to Loan Documents dated November 15, 1999, the First Amendment to Continuing Guaranty-Limited, and the Second Modification to Loan Documents, to be recorded in said records, which instrument modified the foregoing loan documents.

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007 MMB 33.00**