

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Josephine R. Lowery
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STATE OF ALABAMA)

SHELBY COUNTY)

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

This First Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (this "Amendment") made this 19th day of September, 2002, between **COMPASS BANK**, an Alabama banking corporation (the "**Lender**"), and **TAYLOR PROPERTIES, L.L.C.**, an Alabama limited liability company (the "**Borrower**").

WHEREAS, in connection with a loan from Lender to Borrower in the original principal amount of \$4,550,000.00 (the "**Loan**"), Borrower executed the following to evidence and secure the Loan: (i) Promissory Note in the amount of \$4,550,000.00 (the "**Note**"); (ii) Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement filed as Instrument No. 2000/12783 (the "**Mortgage**"); (iii) Loan Agreement; (iv) the Continuing Guaranties (collectively, the "**Guaranties**") from Michael D. Fuller, Penny Taylor Fuller, Wendell H. Taylor, Jr., Daniel B. Taylor and Lindsay Taylor McGraw (collectively, the "**Guarantors**"), and all other documents and instruments evidencing, securing, guaranteeing or otherwise relating to the Loan (collectively, the "**Loan Documents**"); and

WHEREAS, the documents referenced above and all other documents and instruments evidencing, securing, guaranteeing or otherwise relating to the Loan are collectively referred to as the "**Loan Documents**"; and

WHEREAS, Lender and Borrower desire to amend the Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. The property described on Exhibit A of the Mortgage is hereby deleted in its entirety and the fee simple estate set forth in Exhibit A-1 of this Amendment is substituted in lieu thereof which property shall in all respects be considered as the Property under said Mortgage to the same extent as if originally included as the real property described in said Exhibit A. For good and valuable consideration, Borrower does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns, this property to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

2. The Mortgage (as amended by this Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the indebtedness described in the Mortgage, with the same priority of lien as the Mortgage as originally recorded. The execution and delivery of this Amendment, or of any subsequent amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage.

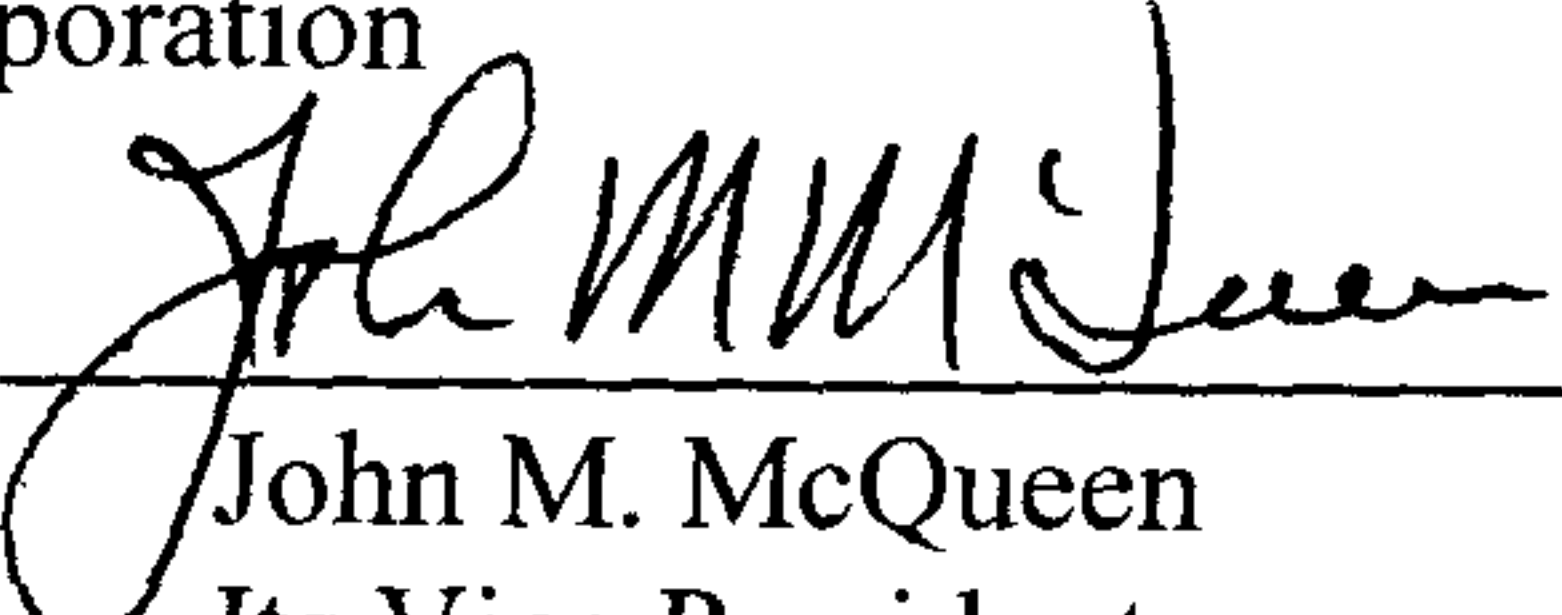
3. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

(The Remainder of This Page Intentionally Left Blank)

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed as of the day and year first set forth above.

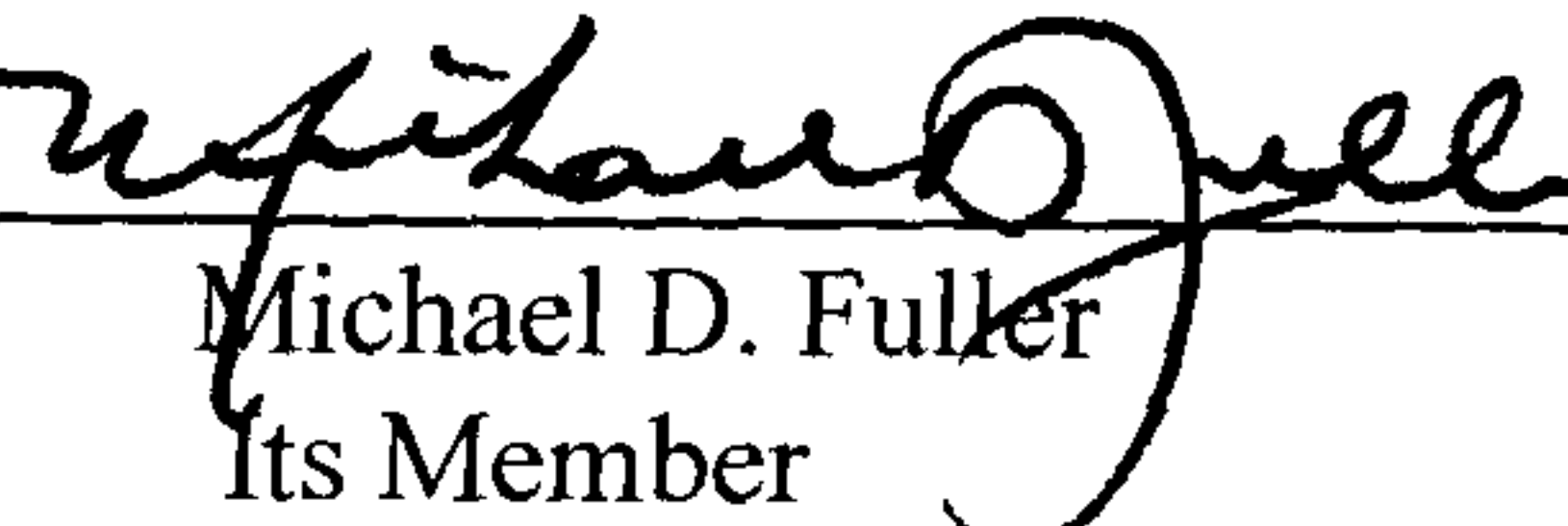
LENDER:

COMPASS BANK, an Alabama banking corporation

By: 
John M. McQueen
Its Vice President

BORROWER:

TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company

By: 
Michael D. Fuller
Its Member

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Michael D. Fuller**, whose name as a Member of **Taylor Properties, 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 19th day of September, 2002.

Mary Paulette Johnson
Notary Public

[Notarial Seal]

My Commission Expires: 7/22/05

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that **John M. McQueen**, whose name as Vice President of **COMPASS BANK**, an Alabama 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 the 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 this the 23 day of September, 2002.

Maib
Notary Public

[Notarial Seal]

My Commission Expires: MY COMMISSION EXPIRES AUGUST 19, 2009

EXHIBIT A-1

Lot 1, according to the Final recorded plat of Greystone Park, First Commercial Subdivision, recorded in Map Book 30, Page 48 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with that certain Reciprocal Easement Agreement between Greystone Park Retail, LLC, and Greystone Park Partners dated September 19, 2002, and recorded in the Probate Office of Shelby County, Alabama.