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The document is 1 of 8 counterparts to be recorded
in the following counties:

Jackson County, AL
Jefferson County, AL
Madison County, AL
Shelby County, AL
Davidson County, TN
Sumner County, TN

Prepared by and return to:

Sherry D. Olson, P.C.
2515 Kings Way
Cumming, Georgia 30040
Phone: 770-205-8858 ext 102

**** This Instrument secures Obligatory Advances
and is made for commercial purposes pursuant
to Tenn. Code Ann. § 47-28-01.**

Robertson County, TN
Lincoln County, TN

**FOURTH MODIFICATION TO MORTGAGES AND
CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

from

AJS ASSOCIATES (the "Grantor" or "Borrower")
for the benefit of

BANK OF AMERICA, N.A.

(formerly known as NationsBank, N.A., NationsBank of Georgia, N.A. and The Citizens and Southern National
Bank) (the "Beneficiary" or "Lender")

**THIS INSTRUMENT IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN THE UNIFORM
COMMERCIAL CODE -- TENN. CODE ANN. § 47-9-334.**

**THIS IS A FINANCING STATEMENT COVERING FIXTURES TO BE FILED IN THE REAL ESTATE
RECORDS PURSUANT TO T.C.A. § 47-9-334.**

Additional advances of \$3,500,000.00 and \$1,800,000.00 are being allocated to the properties as follows:

- (a) **Davidson County, TN:** \$1,600,000.00 to purchase land and construct a new KFC at 7121 Highway 70 South, Nashville, TN (fee simple) (Bellevue Site) or a substitute site designated by Borrower and approved by Lender, which approval will not be unreasonably withheld
- (b) **Sumner County, TN:** \$1,300,000.00 to construct a new KFC on land owned by Borrower at 322 W. Main Street, Hendersonville, TN (fee simple) (Hendersonville Site)
- (c) **Jefferson County, AL:** \$600,000.00 to purchase real estate at 1674 Gadsden Highway, Birmingham, AL 35235 (fee simple) (Trussville Site)

- (d) \$1,800,000.00 pro-rata by county where the property located and by number of units within such county:

County	# of Units	Allocated Amount
Jefferson County, AL	12	\$568,421.05
Madison County, AL	8	\$378,947.39
Jackson County, AL	1	\$47,368.42
Shelby County, AL	1	\$47,368.42
Davidson County, TN	13	\$615,789.46
Sumner County, TN	1	\$47,368.42
Robertson County, TN	1	\$47,368.42
Lincoln County, TN	1	\$47,368.42
	38	\$1,800,000.00
Subtotal AL	76	
Subtotal TN	76	

Additional maximum principal indebtedness for Tennessee recording tax purposes is: \$757,894.72 (added to prior indebtedness). Additional maximum principal indebtedness for Alabama recording tax purposes is: \$1,042,105.28 (added to prior indebtedness).




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Cross-Reference to the following Deed of Trust or Mortgages (collectively, the "Mortgages"):

County	State	Prior Recorded Documents
Jackson	AL	First Modification to Mortgages and Security Agreements executed by and between AJS Associates and NationsBank, N.A., dated September 19, 1997 and recorded October 16, 1997 at 11:14 a.m. in Book 97, page 15581 in the Probate Office of Jackson County, Alabama.
Jackson	AL	Modification of Mortgage filed in Book 98, page 21966, in the Probate Office of Jackson County, Alabama.
Jackson	AL	Mortgage and Security Agreement, dated May 10, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded at INSTRUMENT NO. 93-6408, Jackson County, Alabama.
Jackson	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 4, 2003 at Deed Book 2003, Page 27737, Register of Deeds of Jackson County, AL.
Jackson	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 21, 2004 at Deed Book 2004, Page 25992, Register of Deeds of Jackson County, AL.
Jefferson	AL	Amendment to Purchase Money Mortgage and Security Agreement, dated January 12, 1989, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3536, PAGE 259.
Jefferson	AL	First Amendment to Purchase Money Mortgage and Security Agreement, dated March 29, 1988, recorded in BESSEMER REAL VOLUME 694, Page 404, and recorded in REAL VOLUME 3357, PAGE 098.
Jefferson	AL	First Amendment to Purchase Money Mortgage and Security Agreement, dated February 1, 1991, recorded in REAL VOLUME 3970, PAGE 630.
Jefferson	AL	First Modification to Mortgages and Security Agreements executed by and between AJS Associates and NationsBank, N.A., dated September 19, 1997 and recorded October 10, 1997 at 15:37 p.m. in Instrument No. 9711-991 in the Probate Office of Jefferson County, Alabama.
Jefferson	AL	Leasehold Mortgage and Security Agreement executed by AJS Associates to Bank of America, N.A. dated November 26, 2001, filed for record December 11, 2001, at 10:34 am, record in Instrument Number 200115/5328, in the Office of the Judge of Probate of Jefferson County, AL.
Jefferson	AL	Leasehold Mortgage and Security Agreement, dated July 15, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3425, PAGE 468, Probate Office.
Jefferson	AL	Modification of Mortgage filed in Instrument 9816/1253, in the Probate Office of Jefferson County, Alabama.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated April 7, 1995, by AJS Associates to NationsBank of Georgia, N.A., recorded REAL VOLUME 1080, PAGE 451, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 17, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in BESSEMER REAL VOLUME 995, PAGE 247, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 30, 1986, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3061, PAGE 093, Office of the Judge of Probate, re-filed in BESSEMER REAL VOLUME 634, PAGE 33.

Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 30, 1986, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3061, PAGE 093, Office of the Judge of Probate, re-filed in BESSEMER REAL VOLUME 634, PAGE 33.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 9, 1994, by AJS Associates to NationsBank of Georgia, N.A., recorded in INSTRUMENT NO. 9414-1898, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated June 16, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 703, PAGE 856, Probate Office, Bessemer Division.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated June 21, 1991, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 4050, PAGE 43, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 14, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3350, PAGE 944, Office of the Judge of Probate.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 29, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3357, PAGE 61, Office of the Judge of Probate
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 29, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in REAL VOLUME 4509, PAGE 831, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 31, 1989, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3581, PAGE 372, Probate Office.
Jefferson	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 3, 2003 at Deed Book 200313, Page 6169, Register of Deeds of Jefferson County, AL.
Jefferson	AL	Second Mortgage and Security Agreement, dated June 13, 1989, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3623, PAGE 620, Probate Office of the Judge of Probate.
Jefferson	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on <u>November 1</u> , 2004 at <u>Deed Book 200414 Pg 7989 Probate Ct.</u> of Jefferson County, AL.
Madison	AL	First Modification to Mortgages and Security Agreements executed by and between AJS Associates and NationsBank, N.A., dated September 19, 1997 and recorded October 17, 1997 at 1:33 p.m. in Book 2328, page 532 in the Probate Office of Madison County, Alabama.
Madison	AL	Future Advance Mortgage, dated May 10, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in MORTGAGE BOOK 1909, PAGE 667, Judge of Probate, Madison County; and recorded at INSTRUMENT NO. 93-6408, Jackson County.
Madison	AL	Leasehold/Fee Mortgage and Security Agreement from AJS Associates to Bank of America, N.A. dated 1-17-01, filed for record 2-9-01 at 11:27 a.m., recorded in Mortgage Book 2751, Page 1084, in the Probate Office of Madison County, AL.
Madison	AL	Mortgage from AJS Associates to Bank of America, N.A., dated May 30, 2002 and recorded May 31, 2002 at 12:15 p.m. in Mortgage Book 3049, page 1112, in the office of the Judge of Probate for Madison County, AL, as amended by that certain Amendatory Agreement dated July 30, 2002 and recorded August 1, 2002 in Mortgage Book 3088, page 612.
Madison	AL	Second Modification to Mortgages and Security Agreement from AJS Associates to NationsBank, N.A. dated October 9, 1998, at 3:33 p.m., in Mortgage Book 2484, page 821, in the Office of the Probate Judge of Madison County, AL.

Madison	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 8, 2003 at Deed Book 3488, Page 385, Register of Deeds of Madison County, AL.
Madison	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on <u>October 7</u> , 2004 at <u>#20041007000422580</u> , Register of Deeds of Madison County, AL.
Shelby	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 4, 2003 at Document # 20030904000588090, Register of Deeds of Shelby County, AL.
Shelby	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on <u>October 4</u> , 2004 at <u>#20041004000547720 Reg.</u> of Deeds of Shelby County, AL.
Davidson	TN	Deed of Trust dated January 20, 2000, executed by AJS Associates in favor of Bank of America, N.A. filed for record January 21, 2000 at 4:03 PM as Instrument No. 200001210007428, in the Register of Deeds for Davidson County, TN
Davidson	TN	Deed of Trust executed by AJS Associates to Stuart Jones, Trustee in favor of NationsBank, N.A. dated 5/25/99 and recorded 05/27/99 at 2:03 P.M. in Book 11497, Page 327, Register of Deeds for Davidson County, TN.
Davidson	TN	Leasehold Deed of Trust by AJS Associates to NationsBank, N.A. dated May 24, 1999 and recorded May 27, 1999 at Deed Book 11497, page 407, Register of Deeds for Davidson County, TN.
Davidson	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 4, 2003 at Deed Book 20030904, Page 0128543, Register of Deeds of Davidson County, TN.
Davidson	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 20, 2004 at Instrument No. 20040920-0112990 , Register of Deeds of Davidson County, TN.
Lincoln	TN	Deed of Trust and Security Agreement, dated May 10, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in TRUST DEED BOOK 319, PAGE 446, Register of Deeds, Lincoln County, TN.
Lincoln	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 5, 2003 at Document #03028634, Register of Deeds of Lincoln County, TN.
Lincoln	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 23, 2004 at Deed Book TD524, Page 99, Register of Deeds of Lincoln County, TN.
Robertson	TN	Deed of Trust, executed by AJS Associates to Larry D. Craig, Trustee for Bank of America, N.A., dated August 8, 2000 and recorded August 19, 2000 at 10:30 a.m. in Book 628, Page 530, Register of Deeds for Robertson County, TN.
Robertson	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 5, 2003 at Deed Book 886, Page 629, Register of Deeds of Robertson County, TN.
Robertson	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 17, 2004 at Deed Book 972, Page 710, Register of Deeds of Robertson County, AL.
Sumner	TN	Leasehold Deed of Trust by AJS Associates to NationsBank, N.A. dated May 24, 1999 and recorded May 28, 1999 at Deed Book 979, page 247, Register of Deeds for Sumner County, TN.


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Shelby Cnty Judge of Probate, AL
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Sumner	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 5, 2003 at Deed Book 1839, Page 779, Register of Deeds of Sumner County, TN.
Sumner	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 20, 2004 at Deed Book 2097, Page 531, Register of Deeds of Sumner County, AL.

**FOURTH MODIFICATION TO MORTGAGES and
CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

This **FOURTH MODIFICATION TO MORTGAGES AND CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT** (this "Agreement") executed this 24th day of September, 2004 and effective the 30th day of September, 2004, by and among **AJS ASSOCIATES** (the "Grantor" or "Borrower") and **BANK OF AMERICA, N.A.** (formerly known as NationsBank, N.A., NationsBank of Georgia, N.A. and The Citizens and Southern National Bank) (the "Beneficiary" or "Lender").

RECITALS

WHEREAS, Borrower has previously executed and delivered to Lender/Beneficiary the Mortgages described hereinabove;

WHEREAS, of even date herewith, Borrower has executed and delivered that certain Promissory Note (the "New Note") in the amount of \$3,500,000.00 to Lender, which shall be cross-collateralized and cross-defaulted with the Mortgages, the proceeds of which shall be used to:

- (a) purchase land and construct a new KFC at 7121 Highway 70 South, Nashville, TN (Davidson County) (Bellevue Site) or a substitute site designated by Borrower and approved by Lender which approval will not be unreasonably withheld
- (b) construct a new KFC on land owned by Borrower at 322 W. Main Street, Hendersonville, TN (fee simple)(Hendersonville Site)
- (c) purchase real estate where current KFC is ground leased at 1674 Gadsden Highway, Birmingham, AL 35235 (Trussville Site)

WHEREAS, of even date herewith, Borrower has executed and delivered that certain Note Modification Agreement (the "Note Modification") in the amount of \$1,800,000.00 to Lender modifying the Promissory Note dated May 25, 1999 in favor of Lender in the original principal face amount of \$1,800,000.00 with a stated final maturity date of December 31, 2000, as modified by that certain Note Modification Agreement dated August 31, 1999 with an effective date of May 25, 1999, further modified by that certain Note Modification Agreement effective as of October 1, 1999, dated January 31, 2000, further modified by letter agreement dated and effective on January 23, 2001, further modified by Lender effective as of March 31, 2001, as further modified by that certain Note Modification Agreement effective as of May 31, 2002 extending the maturity date to May 31, 2003, as further modified by that certain Letter dated June 23, 2003, from Bank of America, N.A. to AJS Associates extending the maturity date to August 31, 2003, as further modified by that certain Note Modification Agreement effective as of August 29, 2003 extending the maturity date to September 5, 2004; which shall be cross-collateralized and cross-defaulted with the Mortgages;

NOW THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** Borrower and Lender hereby approve the foregoing recitations and agree that said recitations are true and correct in all respects.
2. **Definitions.** As used in the Mortgages, "Notes", include the following promissory notes:
 - (i) Amended, Restated and Consolidated Promissory Note of even date herewith in the original principal amount of \$21,218,374.27 having a maturity date of September 5, 2003; and
 - (ii) Promissory Note dated August 29, 2003, in the original principal amount of \$2,400,000.00 having a maturity date of August 31, 2009;

(iii) Promissory Note of even date herewith in the original principal amount of \$3,500,000.00 having a maturity date of October 5, 2009, which Promissory Note has been allocated to three (3) of the locations as set forth hereinabove;

(iv) Promissory Note dated May 25, 1999 in favor of Lender in the original principal face amount of \$1,800,000.00 with a stated final maturity date of December 31, 2000, as modified by that certain Note Modification Agreement dated August 31, 1999 with an effective date of May 25, 1999, further modified by that certain Note Modification Agreement effective as of October 1, 1999, dated January 31, 2000, further modified by letter agreement dated and effective on January 23, 2001, further modified by Lender effective as of March 31, 2001, as further modified by that certain Note Modification Agreement effective as of May 31, 2002 extending the maturity date to May 31, 2003, as further modified by that certain Letter dated June 23, 2003, from Bank of America, N.A. to AJS Associates extending the maturity date to August 31, 2003, as further modified by that certain Note Modification Agreement dated August 29, 2003 in the principal amount of \$500,000.00 having a maturity date of September 5, 2004, as finally modified by that certain Note Modification Agreement of even date herewith in the principal amount of \$1,800,000.00 having a maturity date of October 5, 2009.

3. **Cross-Collateralization/Cross-Default.**

(a) Cross Default. Borrower hereby agrees that an event of default under the Notes, or any of the Mortgages listed on the cover page of this Modification shall be an event of default under each and every other one of the Notes and Mortgages and any future mortgages or deeds of trust executed by Borrower in favor of Lender. Borrower hereby also agrees that it is an event of default hereunder should Borrower fail to pay as and when due and payable any amounts owed by Borrower to Lender under any of the Notes, any other note, contract, obligation or account and the failure to observe and perform any term, covenant, condition or agreement in any other document between Borrower and Lender or from Borrower in favor of Lender, and such failure shall not have been fully corrected within thirty (30) days after Lender has given written notice thereof to the Borrower.

(b) Cross-Collateralization. Borrower acknowledges that the Mortgages shall also secure the Notes, any and all other obligations or indebtedness of Borrower due to Lender with interest thereon as specified, or of any one of the Borrowers, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of the Mortgages, including, but not limited to, the New Note and the Note Modification.

4. **Construction Loan Provisions.** The Indebtedness evidenced by the Notes is intended to finance the construction of improvements on the Premises, and Grantor agrees to comply with the covenants and conditions of the construction loan agreement for said construction between Grantor and Beneficiary dated September 30, 2004 (herein referred to as the "Construction Loan Agreement") which Construction Loan Agreement is hereby incorporated by reference and made a part of the Mortgages. All advances made by Beneficiary pursuant to the Construction Loan Agreement shall be indebtedness of Grantor secured by the Mortgages.

5. THE MORTGAGES ARE FOR COMMERCIAL PURPOSES, AND SECURES NOT ONLY INDEBTEDNESS OR ADVANCES MADE CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF, BUT ALSO FUTURE ADVANCES, BOTH OBLIGATORY AND OPTIONAL, TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF AND EVEN THOUGH NO ADVANCE IS MADE AT THE TIME OF EXECUTION HEREOF, AND EVEN THOUGH NO INDEBTEDNESS IS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE, AS PROVIDED BY TENN. CODE ANN. § 47-28-102. THIS NOTICE IS REFERENCING OBLIGATORY FUTURE ADVANCE IS FOR THE PURPOSE OF COMPLYING WITH TENN. CODE ANN. § 47-28-104(B) AND NO OTHER INFERENCE IS TO BE PRESUMED HEREUNDER.

6. **Uniform Commercial Code Security Agreement.**

(a) Security Agreement. The Mortgages are intended to be a security agreement pursuant to the Uniform Commercial Code for any of the property specified above as part of the Premises for which a security interest may be granted pursuant to the applicable version of the Uniform Commercial Code, including fixtures

(hereinafter, the "UCC Collateral") and Grantor (debtor) hereby grants in favor of Beneficiary a security interest in the UCC Collateral.

(b) Filings. Grantor hereby authorizes Beneficiary to file any financing statements, as well as extensions, renewals and modifications thereof, and reproductions of the Mortgages in such form as Beneficiary may require to perfect a security interest with respect to said items, and which financing statements lists or otherwise describes the UCC Collateral as consisting of all of Grantor's assets or words to that effect, regardless of the actual description of the UCC Collateral set forth in the Mortgages. Grantor hereby ratifies, approves and confirms any filing by Beneficiary that predates the date of the Mortgages but that was intended to perfect the security interest granted hereby. Grantor will pay all costs of filing such financing statements and any extensions, renewals, modifications and releases thereof, and will pay all reasonable costs and expenses of any record searches for financing statements Deed of Trust may require.


(c) Fixture Financing Statement. Some of the items of property described herein (the UCC Collateral") are goods that are or are to become fixtures related to the Premises described in the Mortgages, and it is intended that, as to those goods, the Mortgages shall be effective as a fixture filing within the meaning of T.C.A. § 47-9-334 and T.C.A. § 47-9-502, as amended, and is filed as such from the date of its filing for record in the real estate records of the county in which the Premises are located. Information concerning the security interest created by the Mortgages may be obtained from Beneficiary, as secured party, at its address as set forth below: Bank of America, Franchise Financial services, 600 Peachtree Street, N.E., 19th Floor, Atlanta, Georgia 30308.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be signed in its name by its duly authorized individuals and its seal to be hereunto affixed, the day and year first above written.

BORROWER:

AJS Associates, a Kentucky general partnership,
by its two (2) general partners


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Shelby Cnty Judge of Probate, AL
03/10/2005 09:24:05AM FILED/CERT

BY: OBERST CORPORATION,
a Kentucky corporation, its General Partner

By: 
Norma V. Oberst, President

(Corporate Seal)

BY: ALICE J. SCHLEICHER HUNTSVILLE,
INC., an Indiana corporation, its General Partner

By: 
Alice J. Schleicher, President

(Corporate Seal)

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Norma V. Oberst, whose name as President of Oberst Corporation, a Kentucky corporation, as General Partner in AJS Associates, a Kentucky general partnership, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this the 24th day of September, 2004.

My Commission expires
NOTARY
PUBLIC
AT
LARGE


Notary Public

[AFFIX NOTARY SEAL]

(Notary continued on the next page.)

My Commission Expires MAR. 20, 2005

STATE OF TENNESSEE
~~COMMONWEALTH OF KENTUCKY~~
COUNTY OF ~~JEFFERSON~~ **DAVIDSON**

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Shelby Cnty Judge of Probate, AL
03/10/2005 09:24:05AM FILED/CERT

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Alice J. Schleicher, whose name as President of Alice J. Schleicher Huntsville, Inc., an Indiana corporation, as General Partner in AJS Associates, a Kentucky general partnership, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this the 24th day of September, 2004.

My Commission expires

Nancy Wood Stabell
Notary Public

[AFFIX NOTARY SEAL]

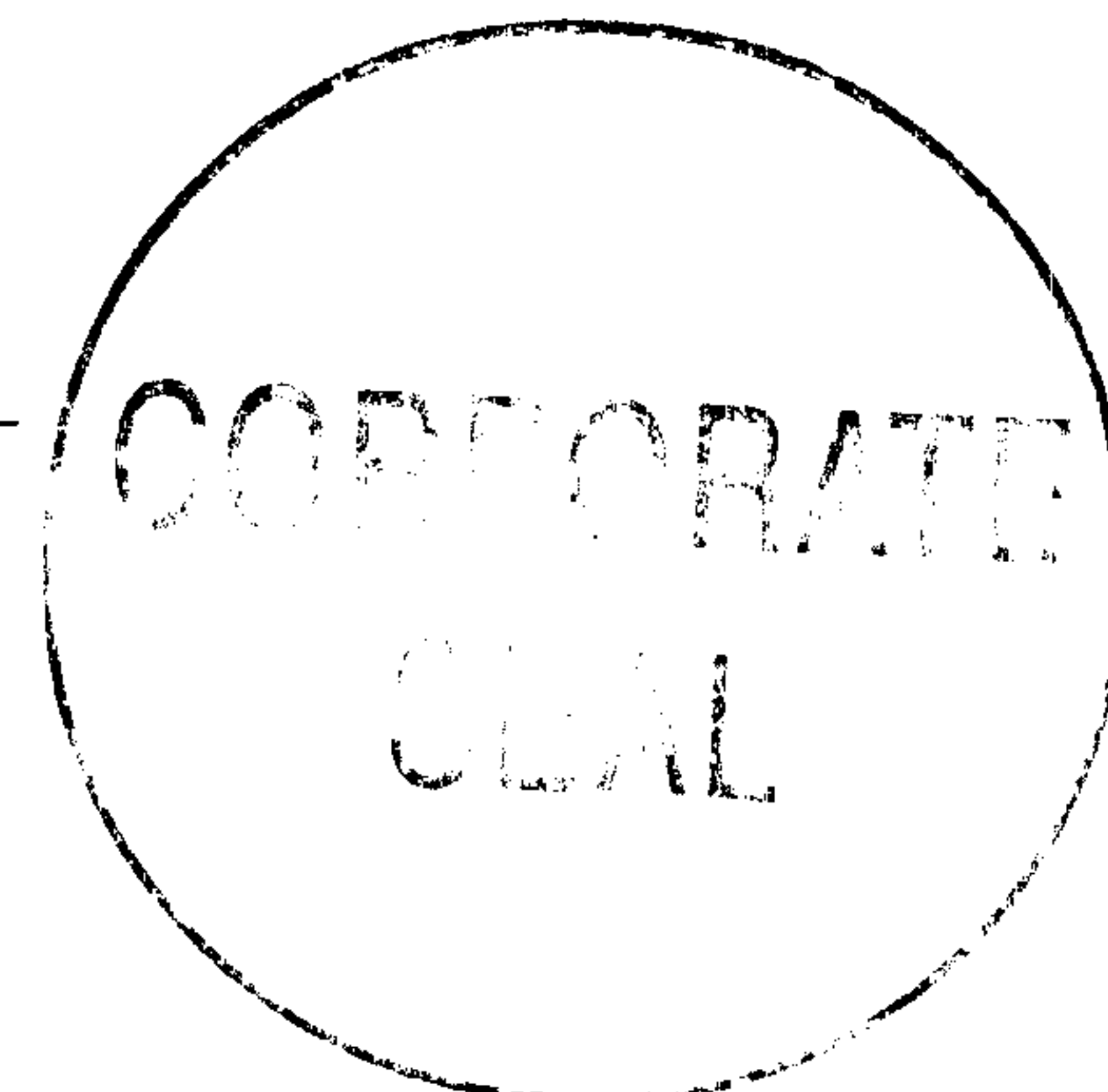
SIGNATURES CONTINUED ON NEXT PAGE

My Commission Expires March 20, 2005

LENDER:

BANK OF AMERICA, N.A.

By: [Signature]
Jay Goldstein, Vice President



STATE OF GEORGIA
COUNTY OF FULTON

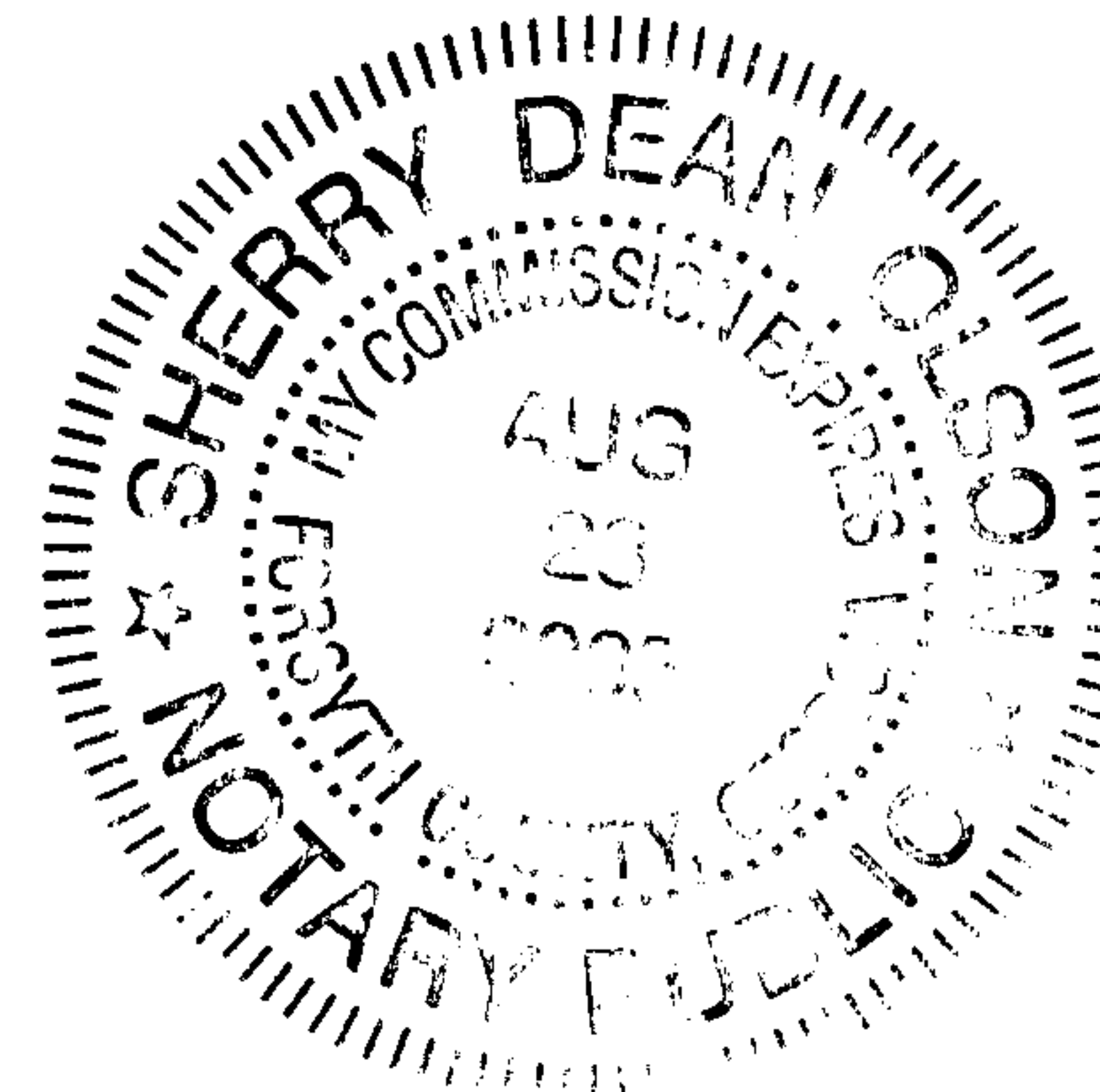
30th PERSONALLY appeared before me the undersigned authority in and for said County and State, on this day of September, 2004 within my jurisdiction, the within named Jay Goldstein, who acknowledged that he is a Vice President of Bank of America, N.A., and that for and on behalf of said national banking association and that in said capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Notary Public

My Commission Expires:

8/28/05

[AFFIX NOTARY SEAL]



**IN THE DEPARTMENT OF REVENUE OF
THE STATE OF ALABAMA**

IN RE: §

BANK OF AMERICA, N.A., §

Petitioner. §

MORTGAGE RECORDATION TAX ORDER

COMES now the Petitioner, Bank of America, N.A., a National Banking Association (f/k/a Nations Bank, N.A., Nations Bank of Georgia, N.A. and the Citizens and Southern National Bank) as holder of a Fourth Modification to a Mortgage, Security Agreement and Cross-Collateralization and Cross-Default Agreement (the "Mortgage"), executed by AJS Associates, a Kentucky General Partnership, comprised of two (2) general partners, Oberst Corporation, a Kentucky Corporation, and Alice J. Schleicher Huntsville, Inc., an Indiana Corporation, to Petitioner, to be recorded in Jefferson County, Madison County, Jackson County and Shelby County, Alabama, and requests that the Alabama Department of Revenue fix and determine the amount of mortgage recording tax due upon the recording of the Mortgage, which embraces property both within and without the State of Alabama.

Upon consideration of the Petition and other evidence offered in support thereof, the Department of Revenue finds and determines as follows:

1. The Mortgage secures indebtedness in the amount of \$5,300,000.00, which also is secured by other similar mortgage instruments covering property in other states.

2 The total amount of indebtedness located within and without the State of Alabama is \$1,800,000.00.

3. The total value of all property located within the State of Alabama and covered by the Mortgage is \$1,042,105.28, or (57.89%) of the total value of all property covered by the Mortgage and other similar mortgage instruments both within and without the State of Alabama.

4. The apportioned amount of indebtedness upon which Mortgage tax shall be based on is \$3,068,170.00.

5. The amount of recording tax due is \$4,602.30.

IT IS ORDERED, THEREFORE, that the Probate Judge in the County in which the Mortgage shall be recorded first shall collect recording tax in the amount of \$4,602.30, (Exhibit "A"), plus any recording fees which may be due upon recordation of the Mortgage, pursuant to §40-22-2, Code of Alabama 1975, together with any applicable recording fees, upon recording of the Mortgage.

EXHIBIT "A"

Jefferson County	\$568,421.05	54.55%
Madison County	\$378,947.39	36.35%
Jackson County	\$ 47,368.42	4.55%
<u>Shelby Count</u>	<u>\$ 47,368.42</u>	<u>4.55%</u>
Total:	\$1,042.105.28	100%

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Shelby Cnty Judge of Probate, AL
03/10/2005 09:24:05AM FILED/CERT

DONE this 28th day of February, 2005.

ALABAMA DEPARTMENT OF REVENUE

By: Cynthia Underwood
Assistant Commissioner of Revenue

ATTEST: [Signature]
As Secretary

[Signature]
Legal Division: Kathryn Elizabeth Jehle

Distributions completed.
[Signature]

State of Alabama - Jefferson County
I certify this instrument filed on:
2005 MAR 09 02:42:26:81PM
Recorded and \$ 4,602.30 Mtg. Tax
and \$ 40.00 Deed Tax and Fee Amt.
Total \$ 4,642.30
MARK GAINES, Judge of Probate
200504/0656