

STATE OF ALABAMA
COUNTY OF SHELBY

) MODIFICATION OF MORTGAGE
) AND SECURITY AGREEMENT
)

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT (the "Agreement") is made and entered into effective as of the 18th day of February, 1992, by and between Fairway Investments, Inc., an Alabama corporation (the "MORTGAGOR"), and FLEET NATIONAL BANK, a National banking association (the "MORTGAGEE").

TO WHOM IT MAY CONCERN:

WHEREAS, Mortgagor executed for the benefit of Mortgagee a Mortgage and Security Agreement dated December 30, 1991 (the "Mortgage") to secure an indebtedness in the principal amount of Three Million Eight Hundred Thirty Four Thousand and no/100 Dollars (\$3,834,000.00) evidenced by an original promissory note dated December 30, 1991 (the "Note") and said Mortgage was recorded in Book 380 at Page 502, in the Probate Records of Shelby County; and

WHEREAS, Mortgagor has requested the consent of Mortgagee for Michael D. Thompson to transfer certain shares in the Mortgagor subject to a Shareholder's Agreement; and

WHEREAS, Mortgagee has consented to the transfer provided Mortgagor enters into this Modification;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the Mortgage is hereby amended to add the following provisions to Article V so that each provision shall constitute an "Event of Default" under the terms of the Mortgage:

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✓ Howard Donovan

5.22. Michael D. Thompson for whatever reason no longer holds voting control of the Mortgagor.

5.23. The Shareholder's Agreement dated as of the 2nd day of January, 1992 and attached as Exhibit B to that certain letter from Fleet National Bank to Fairway Investments, Inc. dated February 7, 1992 is amended in any respect without the prior written approval of Mortgagee.

Except as herein expressly modified, the Mortgage shall remain in full force and effect as written and is enforceable in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused these presents to be executed to be effective as of the day and year first above written.

MORTGAGOR:

FAIRWAY INVESTMENTS, INC., an Alabama corporation

By: [Signature]
Its: Vice President

Attest By: [Signature]
Its: Secy Treas.

[CORPORATE SEAL]

MORTGAGEE:

FLEET NATIONAL BANK
(Corporate Seal)

By: [Signature]
Its: Assistant Vice President

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ray J. Clifton and Thomas H. McLaughlin, whose names as Vice President and Secretary - Treasurer of Fairway Investments, Inc., an Alabama corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers of the corporation and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of February, 1992

Donald L. Sample
Notary Public for Alabama

My Commission Expires: Oct 14, 1995

STATE OF SOUTH CAROLINA)
)
RICHLAND COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Wayne C. Fritz, whose name as Asst. Vice President of Fleet National Bank 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 of the corporation and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of February, 1992

Margaret G. Linkins
Notary Public for South Carolina

My Commission Expires: _____

[My Commission Expires September 15, 1993]

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 MAR -2 AM 11:40

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax	\$	_____
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	_____
6. Certified Fee	\$	1.00
Total	\$	14.00