

**AMENDMENT NO. 3 TO MORTGAGE AND
SECURITY AGREEMENT**

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THIS AMENDMENT NO. 3 TO MORTGAGE AND SECURITY AGREEMENT ("this Amendment"), made and given as of the 21st day of January, 1997, by **OAK MOUNTAIN ENERGY CORPORATION**, a corporation organized under the laws of the State of Alabama (the "Mortgagor"), whose address is 1051 Oak Mountain Drive, Pelham, Alabama 35124, for and in consideration of additional loan commitments, hereby ratifies and confirms the **MORTGAGE AND SECURITY AGREEMENT** dated July 3, 1996^① as amended by Amendment No. 1 to Mortgage and Security Agreement dated September 3, 1996^② as amended by Amendment No. 2 to Mortgage and Security Agreement dated December 10, 1996^③ (the "Mortgage Agreement") in favor of **ZITHER MINING COMPANY, INC.**, a corporation organized under the laws of the State of Delaware (the "Mortgagee"), and amends and extends the Mortgage Agreement, as follows:

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1. All references in the Mortgage Agreement to the "Note" or to the "Negotiable Promissory Note", shall be deemed hereafter to refer to the "Third Amended and Restated Negotiable Promissory Note" executed by Mortgagor in favor of Mortgagee substantially simultaneously with the execution of this Amendment, and all references in the Mortgage Agreement to the amount of said "Note" or "Negotiable Promissory Note" shall hereafter be deemed to be Eight Million Dollars (\$8,000,000.00).

2. All references in the Mortgage Agreement to the "Loan Agreement" or to the "Line of Credit Loan Agreement" shall be deemed hereafter to refer to such agreement as further amended by the Amendment No. 3 to Line of Credit Loan Agreement dated the same date as this Amendment and executed substantially simultaneously with the execution of this Amendment.

3. All references in the Mortgage Agreement to the "Loan Documents", by that term or otherwise, shall be deemed hereafter to refer to said documents as further amended by amendment agreements or documents dated the same date as this Amendment and executed substantially simultaneously with the execution of this Amendment.

4. All documents, contracts, agreements, security instruments or other papers referenced in the Mortgage Agreement shall hereafter be deemed to refer to the most recent amended versions thereof as amended substantially simultaneously with the execution of this Amendment.

5. It is contemplated by this Amendment that "Secured Indebtedness" under the Mortgage Agreement shall include the increase in Mortgagor's line of credit from Mortgagee from Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to Eight Million Dollars (\$8,000,000.00) and that the Mortgage Agreement shall secure the entire amount of the loan and all obligations of the Mortgagor to the Mortgagee owing pursuant to or in connection with the Loan Agreement, the Note or the other Loan Documents. As used in this Amendment, the phrase "substantially simultaneously" refers to the fact that such documents ideally should take effect together as a group of related documents, and all such documents shall be deemed executed "substantially simultaneously" notwithstanding the fact that one or more of such documents because of logistical or other considerations might not in fact be executed simultaneously with the others and notwithstanding the fact that all intended signatures might not be obtained at the same or nearly the same time.

6. Except as set forth above, the Mortgage Agreement remains in full force and effect and is hereby ratified and confirmed. This Amendment may be executed in counterparts, all of which together shall constitute one instrument binding on the Mortgagor.

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① Instr. # 1996-21552
② Instr. # 1996-29056
③ Instr. # 1996-40774

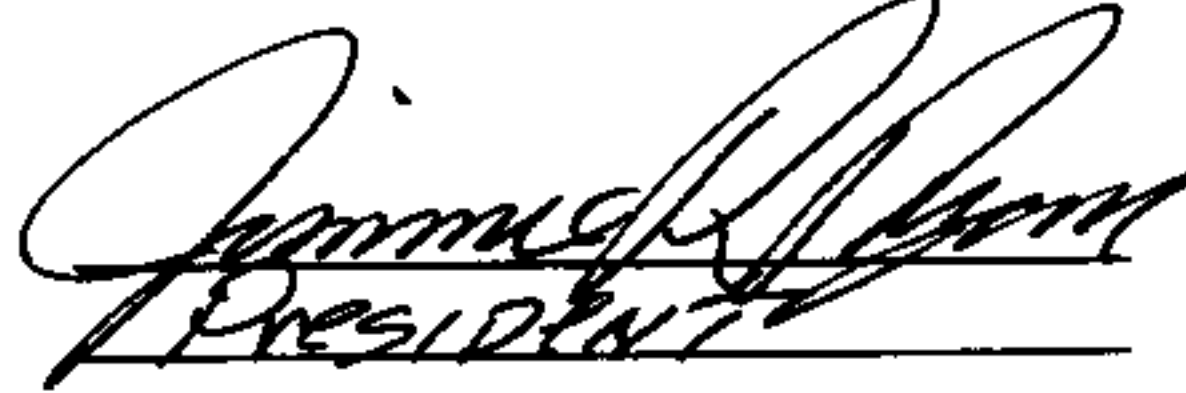
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IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth above.

MORTGAGOR:

OAK MOUNTAIN ENERGY CORPORATION

By:
Its:



PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county and state, hereby certify that J. R. Repp, whose name as PRESIDENT of Oak Mountain Energy Corporation, an Alabama 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 corporation.

Given under my hand and official seal this 23rd day of January, 1997.


Notary Public
My commission expires: 12-23-97

[NOTARIAL SEAL]

Inst # 1997-02555

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SHELBY COUNTY JUDGE OF PROBATE
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