

RECORD & RETURN TO:

Franchise Mortgage Acceptance Company LLC
Five Greenwich Office Park, 4th Floor
Greenwich, CT 06831
Attn.: Charan Chanana

NOTICE TO RECORDING CLERK: PLEASE CROSS-INDEX TO MORTGAGE RECORDED AT
BOOK 1995, PAGE 33443 IN THE REAL ESTATE RECORDS OF Shelby COUNTY, Alabama

**FIRST AMENDMENT TO SECURED PROMISSORY NOTE
AND MORTGAGE**

THIS FIRST AMENDMENT TO SECURED PROMISSORY NOTE AND MORTGAGE ("First Amendment") is made as of the 26 day of December, 1996 by and between FRANCHISE MORTGAGE ACCEPTANCE COMPANY LLC, a California limited liability company, with an address at 600 Steamboat Road, Greenwich, Connecticut 06830 ("Secured Party"), and TACALA, INC., an Alabama corporation and Border Properties, LTD, an Alabama limited partnership, having a principal place of business at 500 Chase Park South, #130, Birmingham, Alabama, 35244, (the "Borrower").

WITNESSETH:

WHEREAS, as of November 17, 1995, Secured Party and Borrower executed and entered into that certain Pledge and Security Agreement (the "Pledge Agreement"); and

WHEREAS, in connection with the execution and delivery of the Pledge Agreement, Borrower executed and delivered the Secured Promissory Note, dated as of (the "Note"), in the original principal amount of NINE HUNDRED THIRTY THOUSAND AND 00/100 (\$930,000.00) together with the other Loan Documents (as defined in the Pledge Agreement); and

WHEREAS, to further secure its obligations under the Note, Borrower executed and delivered in favor of Secured Party, a Mortgage dated and recorded at Book 1995, Page 33443 in the real estate records of Shelby County, AL (the "Mortgage"); and

WHEREAS, as of the date hereof, Secured Party and Borrower desire to extend the Maturity Date of the Note, all as more particularly set forth herein; and

WHEREAS, in connection with such extension, Secured Party and Borrower desire to amend the Mortgage in the manner hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby Secured Party and Borrower do hereby covenant and agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Pledge Agreement;

Inst. # 1997-04502
02/11/1997-04502
12:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DO5 MCD 20.50

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Shelby, AL
673232

Inst. # 1997-04502

2. The term "Maturity Date" as set forth in the Note shall be deleted and shall hereafter mean December 1, 2010.
3. In connection with the extension of the Maturity Date effected hereby, Borrower acknowledges and agrees that pursuant to paragraph 5 of the Note, any prepayment of the Note prior to the Maturity Date, as extended hereby, shall require payment of a "Prepayment Fee" (as defined in paragraph 5 of the Note), calculated as provided in such paragraph 5.
4. The Mortgage is hereby amended by deleting from the granting paragraph thereof, which begins with the words "NOW, THEREFORE" and ends with the words "the Mortgage Property", the phrase "according to a certain Secured Promissory Note dated the date hereof given by Borrower to Secured Party (hereinafter referred to as the Note)" and substituting in lieu thereof the following:

"according to a certain Secured Promissory Note, dated as of November 17, 1995 given by Borrower to Secured Party (as amended pursuant to a First Amendment thereto dated as of the 26th of December 1996, and as further amended or modified from time to time, hereinafter referred to as the Note)"
5. All references in any of the other Loan Documents to the Note or the Mortgage shall be deemed to refer to the Note or the Mortgage, as applicable, as amended by this First Amendment.
6. Except as specifically amended by this First Amendment, all terms and conditions of the Note and the Mortgage remain unamended and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

SECURED PARTY:

FRANCHISE MORTGAGE ACCEPTANCE
COMPANY LLC

By: _____
CHARAN J. CHANANA, Vice President

BORROWER:

By: TACALA, INC. 
DONALD M. GHAREEB, President

BORDER PROPERTIES, LTD., an Alabama limited partnership duly registered in the State of Georgia under the name "Border Properties, Ltd. (AL) (L.P.)"

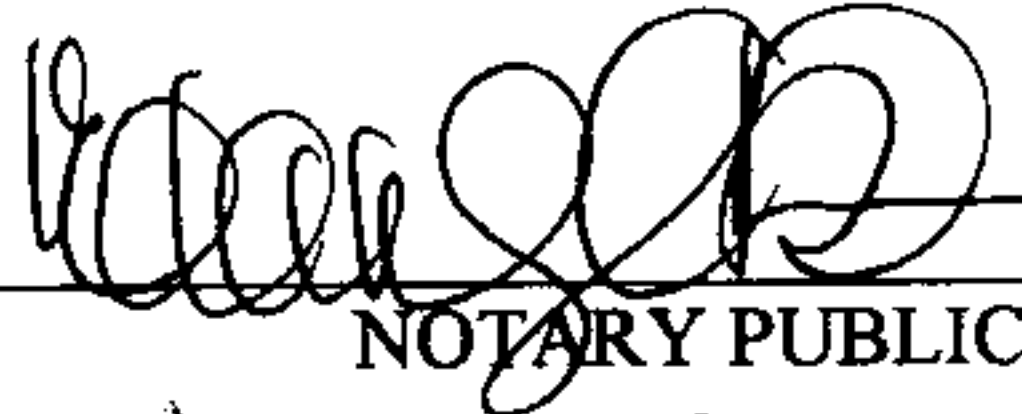
By: KAROLINA ROASTERS, INC., its general partner

By: 
DONALD M. GHAREEB, President

ACKNOWLEDGMENT

STATE OF CONNECTICUT]
]
COUNTY OF FAIRFIELD] ss:

This instrument was acknowledged before me on 26th day of December, 1996 by CHARAN J. CHANANA, as VICE PRESIDENT of Franchise Mortgage Acceptance Company LLC, a California limited liability company.



NOTARY PUBLIC

My commission expires: 10/31/01

ACKNOWLEDGMENT

STATE OF ALABAMA]
]
COUNTY OF SHELBY] ss: 419-60-8466

This instrument was acknowledged before me on 11th day of December, 1996 by DONALD M. GHAREEB, as PRESIDENT of Tacala, Inc.

 Jo Walton

NOTARY PUBLIC

My commission expires: 2/20/2000

ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

ss: 419-60-8466

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Donald M. Ghareeb, whose name as President of Karolina Roasters, Inc. an Alabama corporation, in its capacity as general partner of Border Properties, LTD., an Alabama limited partnership, 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, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal this 11th day of December, 1996.


NOTARY PUBLIC

Jo Walton

My Commission Expires: 2/20/2000

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SHELBY COUNTY JUDGE OF PROBATE
005 NCD 20.50