

STATE OF ALABAMA)
)
SHELBY COUNTY)

Inst # 1997-17480

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

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT dated May 1, 1997 (this "Amendment") is entered into by **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF COLUMBIANA**, a public corporation organized under the laws of the State of Alabama (the "Issuer"), and **NFA CORP.**, a corporation organized under the laws of the Commonwealth of Massachusetts ("NFA"; the Issuer and NFA being hereinafter sometimes together referred to as the "Mortgagors"), for the benefit of **AMSOUTH BANK OF ALABAMA** (successor to AmSouth Bank N.A.), an Alabama banking corporation (the "Bank").

Recitals

The Issuer and NFA have heretofore executed a Mortgage, Assignment of Leases and Rents dated June 1, 1992 (the "Original Mortgage") in favor of the Bank, which instrument is recorded as instrument number 1992-12551 in the office of the Judge of Probate of Shelby County, Alabama. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Original Mortgage.

The Original Mortgage secures NFA's obligations under the Credit Agreement dated June 1, 1992 (together with any amendments thereto, the "Credit Agreement"). NFA and the Bank have agreed to a Third Amendment (the "Third Amendment") to the Credit Agreement and in connection therewith have agreed to amend the Original Mortgage to grant to the Bank a security interest in certain additional property of NFA.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and to induce the Bank to enter into the Third Amendment to the Credit Agreement and to maintain in effect the Letter of Credit, the Issuer, the Bank and NFA hereby agree as follows:

SECTION 1. Amendment of Granting Clauses. Granting Clause VIII is hereby amended in its entirety to read as follows:

"VIII.

NFA's Other Equipment

All personal property and fixtures now owned or ~~hereafter~~ acquired by NFA, or in which NFA has any interest, that are located on the Real Property or in the Buildings or that are used or useful solely in connection with the business of NFA conducted at the Real Property, including without limitation the personal property and fixtures described in Exhibit C attached hereto, and all substitutions and replacements for such personal property and fixtures and the proceeds thereof."

SECTION 2. Ratification and Confirmation of Original Mortgage. The Issuer and NFA hereby ratify and confirm the terms and provisions of the Original Mortgage and agree fully to be bound by the terms thereof.

SECTION 3. Heirs, Successors and Assigns. Whenever in this Amendment any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party; and all covenants and agreements of the Issuer and NFA contained in this Amendment shall bind such party's successors and assigns and shall inure to the benefit of the successors and assigns of the Assignee.

SECTION 4. Governing Law. The Original Mortgage, as amended by this Amendment shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 5. Date of Amendment. The date of this Amendment is intended as a date for the convenient identification of this Amendment and is not intended to indicate that this Amendment was executed and delivered on that date.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, the Issuer, NFA and the Bank have caused this instrument to be executed by their duly authorized representatives.

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF
COLUMBIANA**

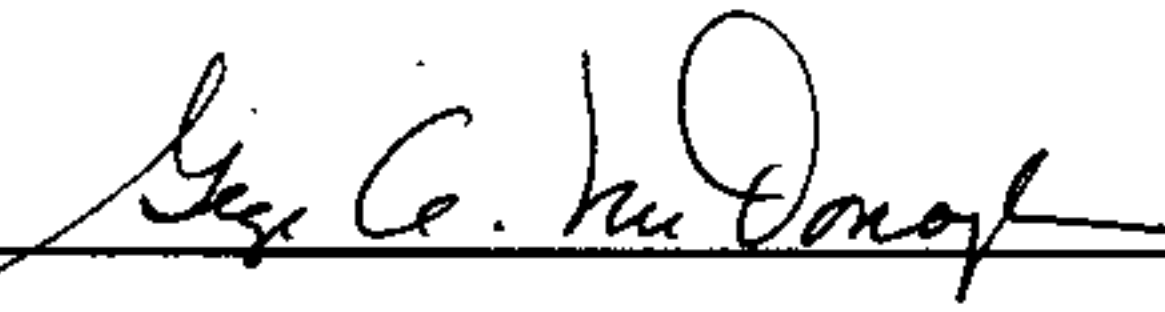
By 
Chairman of its Board of Directors

[S E A L]


Attest:


Its Secretary

NFA CORP.

By 
Title: Treasurer

AMSOUTH BANK OF ALABAMA

By 
Title: Vice President

This instrument was prepared by:
Kathleen A. Collier
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
Suite 2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George Bentley, whose name as Chairman of the Board of Directors of The Industrial Development Board of the City of Columbiana, a public 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 the 29 day of May, 1997.

Dathan O. Pugh
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-8-98

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George Mc Donough, whose name as Treasurer of NFA Corp., a 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 the 29 day of ~~June~~, 1997.
May, 1997

Dathan O. Pugh
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-8-98

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Douglas F. Elliott, whose name as Vice President of AmSouth Bank of Alabama, a 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 29th day of May, 1997.

William. Lamont
Notary Public

[NOTARIAL SEAL]

MY COMMISSION EXPIRES FEBRUARY 6, 1998

My commission expires: _____

Inst # 1997-17480

06/04/1997-17480
11:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MEL 18.50