

This Instrument Prepared By:
David Nabors, Vice President
Southtrust Bank, N.A.
P.O. Box 2554
Birmingham, AL 35290

AMENDMENT TO MORTGAGE

WHEREAS, the undersigned Mortgagors executed and delivered to the undersigned Mortgagee a certain Real Estate Mortgage & Security Agreement dated October 22, 1997 ("the Mortgage") and the Mortgage was recorded in Instrument #1997-34691 in the Office of the Judge of Probate, Shelby County, Alabama.

NOW, THEREFORE, Mortgagors and Mortgagee hereby agree that the Mortgage is amended in the following respects:

Amend mortgage by increasing the amount of said mortgage from \$1,440,000.00 to \$1,475,000.00

All other terms and conditions of the Mortgage shall remain in full force and effect.

Except as hereinabove expressly amended, the terms of the Mortgage are hereby ratified and affirmed.
Dated this 9th Day of November, 1998.

MORTGAGOR:
South-East Convenience, Inc.

By: R. Cody Crossland, President

By: [Signature]

By: _____

By: _____

MORTGAGEE:
SOUTHTRUST BANK, N.A.

By: David Nabors

Its: Vice President

STATE OF ALABAMA)
SHELBY COUNTY)

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose names are _____ signed to the foregoing instrument and who are known to me on this day that, being informed of the contents of the instrument _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 19____.

(Notarial Seal)

Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. Cody Crossland whose name (s) as President of South-East Convenience, Inc. 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of November, 19____.

(Notarial Seal)

Loren Ann Lane
Notary Public

My Commission Expires October 30, 1999

11/12/1998-44966
03:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 61.00

11/12/1998-44966