

FULL MORTGAGE TAXES WERE PAID ON INDEBTEDNESS IN THE AMOUNT OF \$1,215,000.00 IN CONNECTION WITH THAT CERTAIN FUTURE ADVANCE MORTGAGE DATED SEPTEMBER 11, 1995, RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER 1995-25585. MORTGAGE TAXES ON THE AMOUNT OF \$464,678.83 ARE DUE ON THE RECORDATION OF THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE.

STATE OF ALABAMA)
COUNTY OF SHELBY)

**FIRST AMENDMENT TO
FUTURE ADVANCE MORTGAGE**

THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE (the "Amendment") dated as of March 30, 1999 (the "Effective Date") is entered into by MAILSOUTH, INC., an Alabama corporation, formerly known as THE MAILWORKS - SOUTH, INC. and MAILWORKS - SOUTH, INC. (the "Borrower"), and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association (the "Lender").

Recitals

A. The Borrower has heretofore executed a certain Future Advance Mortgage dated September 11, 1995 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1995-25585 in favor of the Lender (the "Mortgage").

B. The Mortgage secures (among other things) a certain loan in the maximum principal amount of \$1,215,000 (the "Existing Loan"), which Existing Loan is evidenced by that certain Promissory Note dated September 11, 1995 executed by the Borrower in favor of the Lender in said principal amount (the "Existing Note").

C. The Borrower has requested that the Lender increase the amount of the loan to the Borrower in the principal amount of \$464,678.83 increasing the maximum principal amount of the Existing Loan from \$1,215,000 to \$1,560,000, which Existing Loan, as so modified, shall be evidenced by the Existing Note as modified by a certain First Amendment to Promissory Note dated of even date herewith.

D. The Lender is willing to make the requested modifications to the Existing Loan upon the condition that, among others, the Borrower execute this Amendment to reflect that the Mortgage shall secure the repayment of the Existing Loan, as so modified.

Inst # 1999-13866

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SHELBY COUNTY JUDGE OF PROBATE
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Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.

2. From and after the Effective Date, the Mortgage shall be, and it is hereby, amended as follows:

(a) All references in the Mortgage to the "Borrower" shall be amended to refer to MailSouth, Inc., an Alabama corporation, formerly known as The Mailworks - South, Inc. and Mailworks - South, Inc.

(b) The first paragraph of the Recitals on page 1 of the Mortgage is hereby deleted and the following is substituted in lieu thereof:

Capitalized terms used in these Recitals have the meaning defined for them above or in Section 1.2. The Borrower has requested that Lender extend Credit to the Borrower in the maximum principal amount of \$1,560,000.00. To secure the Obligations, and to induce Lender to extend Credit to the Borrower, the Borrower has agreed to execute this Amendment.

(c) Section 1.2(h) of the Mortgage is hereby deleted and the following Section 1.2(h) is substituted in lieu thereof:

(h) Credit Agreement means the Credit Agreement providing for the Loan dated as of September 11, 1995 between the Borrower and the Lender, as amended by First Amendment to Credit Documents of even date herewith.

(d) Exhibit B to the Mortgage is hereby deleted and Revised Exhibit B attached to this Amendment is substituted in lieu thereof.

(e) Exhibit C to the Mortgage is hereby deleted and Revised Exhibit C attached to this Amendment is substituted in lieu thereof.

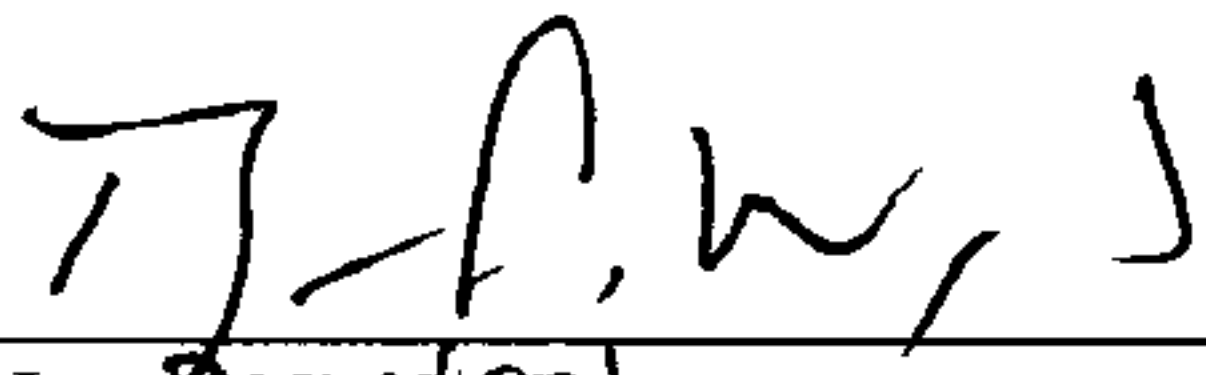
3. In order to induce the Lender to make the Loan and the requested modifications and to enter into this Amendment, the Borrower hereby represents and warrants that all the representations and warranties set forth in the Mortgage and each of the Loan Documents are true and correct as of the date of this Amendment and as of the date of execution hereof; that

Borrower has complied with all of Borrower's covenants set forth in the Mortgage and each of the Loan Documents; and no Event of Default, or any event that, upon notice of lapse of time or both, would constitute an Event of Default, under Section 5.2 of the Mortgage has occurred and is continuing.


4. Except as hereby expressly modified and amended the Mortgage shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage. The Borrower hereby ratifies and affirms the lien of the Mortgage on the Property.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name and on its behalf by its duly authorized officer, all as of the Effective Date first set forth above.

MAILSOUTH, INC., an Alabama corporation

By: 
Its: President

**NATIONAL BANK OF COMMERCE OF
BIRMINGHAM**

By: 
Its: J.P.W.J.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bernard L. Howard, Jr., whose name as President of MailSouth, Inc., 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 on the day the same bears date.

Given under my hand and official seal, this 30th day of March, 1999.

Yngve Hugh Arnold
Notary Public

[AFFIX SEAL]

My Commission Expires: My Commission Expires August 12, 2002

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert B. Aland, whose name as Senior Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 national banking association.

Given under my hand and official seal, this 30th day of March, 1999.

Yngve Hugh Arnold
Notary Public

[AFFIX SEAL]

My Commission Expires: My Commission Expires August 12, 2002

This instrument was prepared by:
M. Beth O'Neill, Esq.
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000

Revised Exhibit B

(Credit Documents)

The "Credit Documents" referred to in this Amendment include the following:

(a) Credit Agreement (Construction Loan) dated September 11, 1995 executed by the Borrower and the Lender, as amended by that certain First Amendment to Credit Documents dated as of March 30, 1999.

(b) Promissory Note dated September 11, 1995, as amended by that certain First Amendment to Promissory Note dated as of March 30, 1999, in the principal amount of One Million Five Hundred Sixty Thousand and No/100 Dollars (\$1,560,000.00) executed by the Borrower in favor of the Lender (collectively, the "Note").

(c) Future Advance Mortgage dated September 11, 1995 executed by the Borrower in favor of the Lender and recorded as Instrument Number 1995-25585 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by this Amendment dated as of March 30, 1999.

(d) Absolute Assignment of Rents and Leases dated September 11, 1995 executed by the Borrower in favor of the Lender and recorded as Instrument Number 1995-25586 in the Office of the Judge of Probate of Shelby County, Alabama.

(e) Limited Guaranty Agreement dated September 11, 1995 executed by Bernard L. Howard, Jr. in favor of the Lender, as amended by that certain Agreement and Consent dated March 30, 1999 which is attached to the Note.

(f) Environmental Indemnity Agreement dated September 11, 1995 executed by the Borrower in favor of the Lender.

(g) Assignment of Life Insurance Policy as Collateral dated as of March 30, 1999, executed by Bernard L. Howard, Jr. in favor of Lender.

(h) Pledge Agreement dated as of March 30, 1999, executed by the Borrower in favor of the Lender.

Revised Exhibit C

(Permitted Encumbrances)

1. The Lien for ad valorem taxes on the Property so long as such taxes are not delinquent.

2. The exceptions set forth in Schedule B of the mortgagee's title insurance policy number 01 0002 107 00005217 issued by Chicago Title Insurance Company pursuant to that certain Commitment to Issue Title Insurance bearing File No. 5713-Z prepared by Land Title Company of Alabama, as agent, having an effective date of September 14, 1995, at 10:25 a.m., which policy is endorsed by that certain endorsement issued March 30, 1999 to the extent only that such exceptions refer expressly to instruments recorded against, or otherwise specifically affect, the Property and not to any general, standard or similar exceptions that may appear in said policy.

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