

This instrument prepared by:
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Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into on or as of January 4, 2001 by and between **ROBERT M. STAPLES** and wife, **TERRI C. STAPLES**, (collectively, the "Mortgagor") and **INSOUTH BANK**, a Tennessee banking corporation ("Mortgagee").

RECITALS:

A. Mortgagor entered into that certain Mortgage and Security Agreement in favor of Mortgagee dated August 21, 2000 which is recorded in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument 200009/9857, and in the Office of the Judge of Probate of Shelby County as Instrument 2000-28834 (the "Mortgage"). The Mortgage encumbers the property described on Exhibit A attached hereto.

B. Mortgagor has requested that the Mortgage be amended in certain respects and Mortgagee has agreed to do so on the condition, among others, that Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is amended as follows:

1. From and after the date hereof, the Mortgage shall secure that certain Promissory Note dated August 21, 2000 in the original principal amount of \$600,000.00, executed by Robert M. Staples and Standing Room Only, Inc. in favor of Mortgagee, as modified by that certain Note Modification Agreement dated of even date herewith, pursuant to which the principal face amount of the Note was increased by \$85,500.00 to \$685,500.00 (as so modified, the "Note"), together with all notes given in substitution, replacement, amendment, extension or renewal thereof. Accordingly, the indebtedness secured by the Mortgage is increased from \$600,000.00 to \$685,500.00 and the defined term "Secured Indebtedness" as used in the Mortgage shall also mean and include the Note, as modified by the Note Modification Agreement described above.


2. Subject to this Amendment, all terms, conditions and provisions of the Mortgage shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by Mortgagor.

Inst # 2001-00765

01/09/2001-00765
08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MMB 28.00

IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Mortgagee on or as of the day and year first above written.

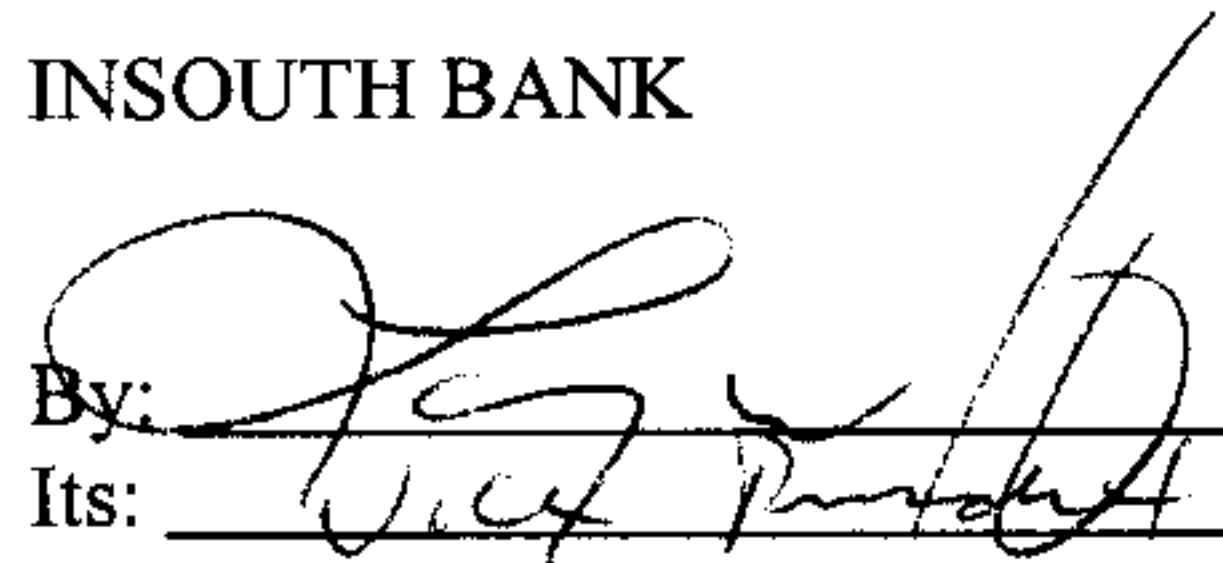
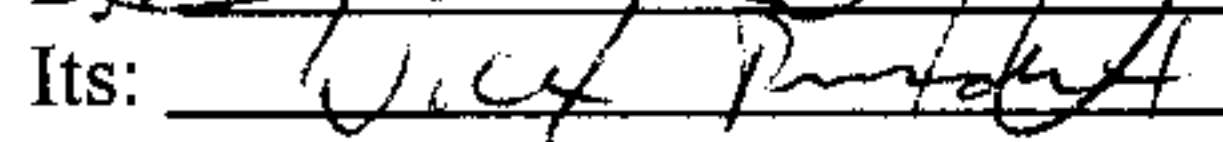
MORTGAGOR:


Robert M. Staples


Terri C. Staples

MORTGAGEE:

INSOUTH BANK

By: 
Its: 

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert M. Staples, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of January, 2001.


Notary Public

[NOTARIAL SEAL]

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

JEFFERSON COUNTY

)
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Terri C. Staples, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of January, 2001.


Notary Public

[NOTARIAL SEAL]

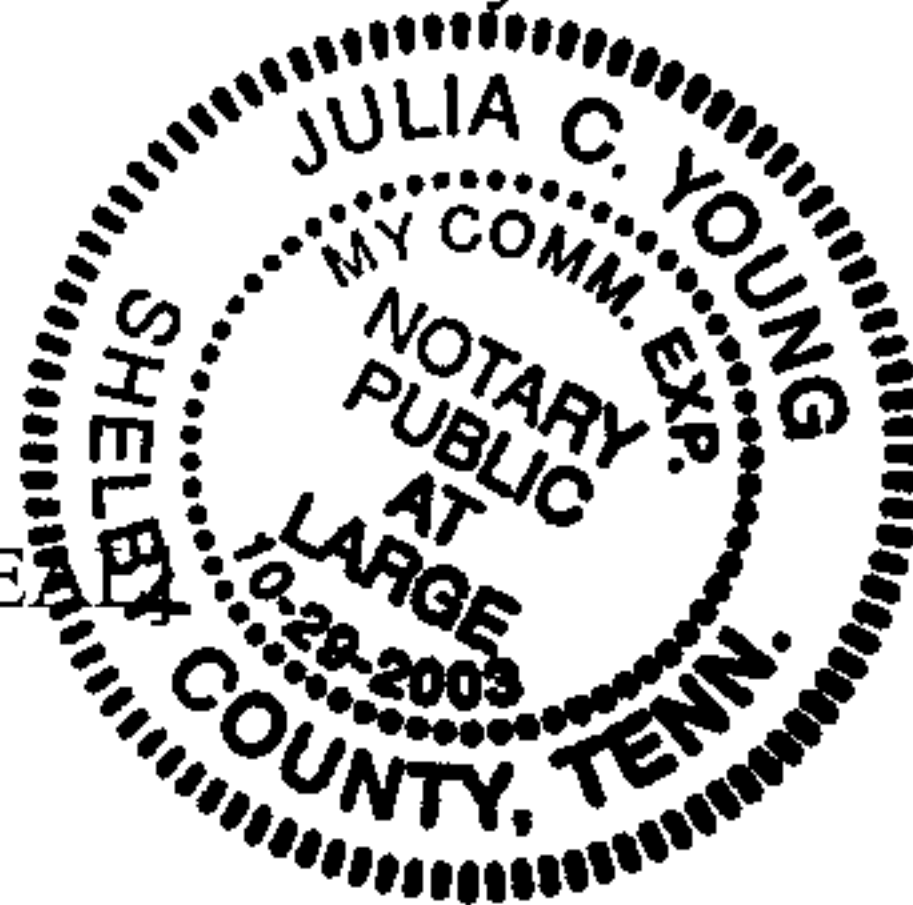
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF Tennessee
Shelby COUNTY

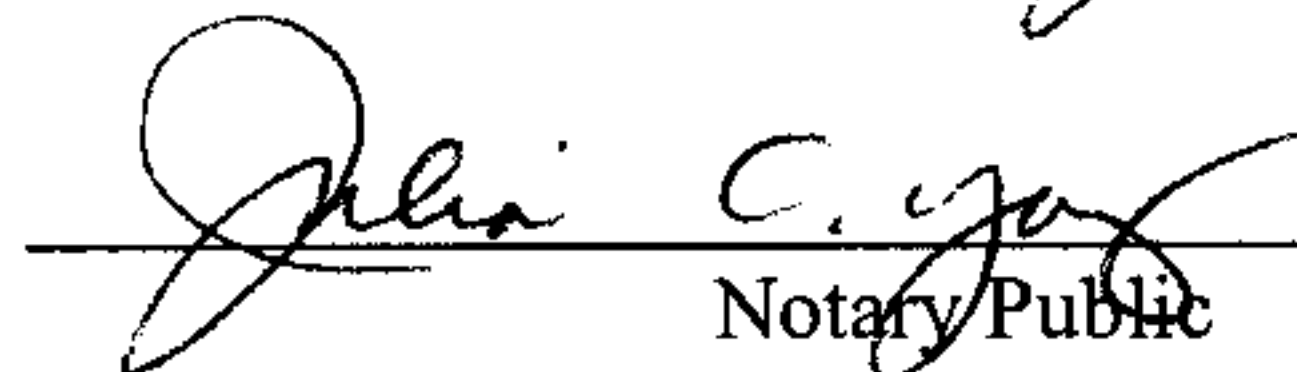
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I, the undersigned, a notary public in and for said county in said state, hereby certify that, whose name as of InSouth Bank, a Tennessee banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on 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 corporation.

Given under my hand and official seal this 4th day of January, 2001.



[NOTARIAL SEAL]


Notary Public

My commission expires: 10-29-03

EXHIBIT A

Legal Description

PARCEL I

That certain parcel of land situated in Jefferson County, Alabama, which is more particularly described as follows:

Lot 27-E, according to a Resurvey, as recorded in Map Book 111, Page 77, in the Probate Office of Jefferson County, Alabama, of Lots 27-C & 27-D, Block 1, Williams Addition to Beacon Park.

PARCEL II

That certain parcel of land situated in Shelby County, Alabama, which property is more particularly described as follows:

Commence at a point on the East right of way line of Alabama Highway 31 (Formerly U.S. 31) where the South right of way line of Pelham Street intersects said Highway in the Town of Pelham, Alabama and run thence South 12°30' East along said Highway 31 right of way a distance of 300.08 to a found rebar corner and the point of beginning of the property being described; thence continue along said right of way line South 11°46'52" East a distance of 199.55 feet to a found rebar corner; thence run North 89°52'54" East a distance of 298.42 feet to a found rebar corner; thence run North 33°01'56" East a distance of 229.57 feet to a found rebar corner; thence run South 89°40'08" West a distance of 464.31 feet to the point of beginning; situated in the Southwest quarter of Section 13, Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

State of Alabama - Jefferson County

I certify this instrument filed on:

2001 JAN 08 P.M. 13:45

Recorded and \$ 128.25 Mtg. Tax

and \$ 12.00 Deed Tax and Fee Amt.
\$ Total \$ 140.25

GEORGE R. REYNOLDS, Judge of Probate



200101/2287

01/09/2001-00765

08:39 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

005 MMB 28.00