

This instrument prepared by:

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800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

STATE OF ALABAMA)

SHELBY COUNTY)

**FIRST AMENDMENT
TO
MORTGAGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is executed as of the 5th day of October, 2001, by **WILLIAM F. QUALLS, JR. and wife JIMMIE SUE QUALLS** ("Mortgagor"), in favor of **FIRST COMMERCIAL BANK**, an Alabama state banking corporation ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement (the "Mortgage") dated as of July 30, 2001, and recorded in the Probate Office of Shelby County, Alabama, in Instrument #2001-31598; and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Mortgage on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. In addition to the specific indebtedness described in the Mortgage, Mortgagor hereby acknowledges and agrees that the Mortgage secures any and all obligations of BCA Financial LLC or any related or affiliated person or entity, including without limitation Mortgagor, to Mortgagee under (a) that certain Application and Agreement for Standby Letter of Credit (Including Reimbursement Agreement and Security Agreement) pursuant to which that certain Irrevocable Standby Letter of Credit number 1695 was issued by Mortgagee for the benefit of

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02:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DUG MEL 50.00

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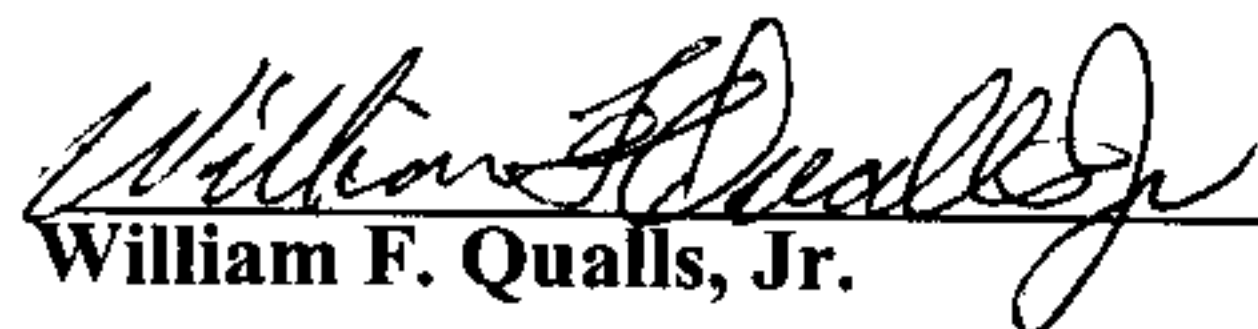
Alabama Power Company in the amount of \$80,000, and (b) that certain Application and Agreement for Standby Letter of Credit (Including Reimbursement Agreement and Security Agreement) pursuant to which that certain Irrevocable Standby Letter of Credit number 1696 was issued by Mortgagee for the benefit of the City of Calera Natural Gas Department in the amount of \$50,000.

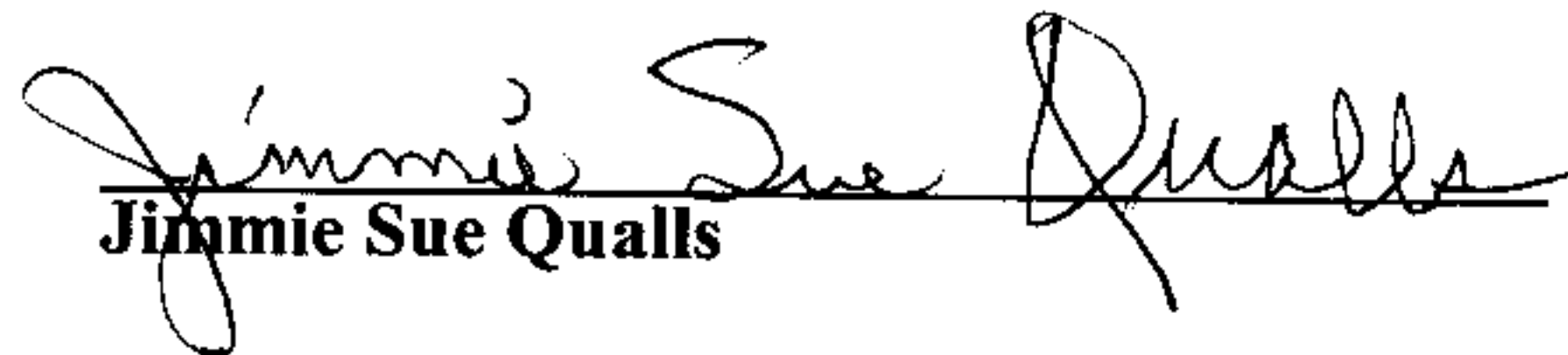
2. Mortgagor further certifies that this amendment is being recorded in part as additional security for indebtedness secured by the Mortgage, upon which mortgage recording privilege taxes have been paid, and that the amount of new indebtedness secured by the Mortgage, as hereby amended, is \$22,000.00.

3. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned Mortgagors have caused this Amendment to be duly executed as of the date first above written.

MORTGAGOR:


William F. Qualls, Jr.


Jimmie Sue Qualls

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that William F. Qualls, Jr., an individual 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 the 5th day of October, 2001.


Notary Public

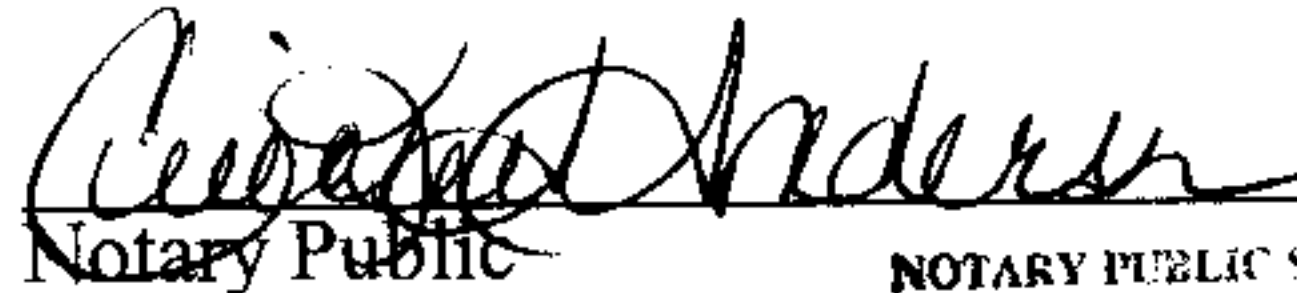
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS
My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Jimmie Sue Qualls, an individual 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 the 5th day of October, 2001.


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS
My Commission Expires: _____

Inst # 2001-50289