

STATE OF ALABAMA)

COUNTY OF SHELBY)

2280
FIRST AMENDMENT TO MORTGAGE,
SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES
(SECURING GUARANTY)

THIS INSTRUMENT (this "First Amendment"), made and entered into as of March 29, 1988 (the "Effective Date"), between Gordon Morrow (a/k/a Gordon Morrow, Sr.) and wife, Betty Marie Morrow (hereinafter together called the "Mortgagor," although there is actually more than one Mortgagor), whose address is P. O. Box 43348, Birmingham, Alabama 35243, and AmSouth Bank N.A., a national banking association (the "Mortgagee"), whose address is P. O. Box 11007, Birmingham, Alabama 35288, Attention: Mr. A. Clyde Tisdale.

WHEREAS, the Mortgagor has executed and delivered a certain Mortgage, Security Agreement and Assignment of Rents and Leases (Securing Guaranty) dated February 5, 1986 in favor of the Mortgagee (the "Mortgage"), which Mortgage is recorded in Mortgage Book 60, at page 537 in the office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Mortgage secures various "Obligations" described therein, including but not limited to all of the liabilities, agreements and obligations of Gordon Morrow, Sr. (the "Guarantor") under a certain Guaranty Agreement (the "Guaranty Agreement") dated February 5, 1986, wherein the Guarantor unconditionally guaranteed the prompt payment in full to the Mortgagee of all indebtedness, liabilities and obligations of Brownlee-Morrow Engineering Company, Inc., an Alabama corporation (the "Company") to the Mortgagee, whether then existing or thereafter arising, including without limitation the indebtedness evidenced by certain "Company Notes" described in the Mortgage.

WHEREAS, one of the Company Notes covered by the Guaranty Agreement and secured by the Mortgage is a certain Line of Credit Master Note of the Company to the Mortgagee in the amount of One Hundred Fifty Thousand Dollars (\$150,000) dated February 5, 1986 evidencing a revolving line of credit (the "Line of Credit") made available by the Mortgagee to the Company pursuant to a certain Secured Revolving Credit and Term Loan Agreement dated February 5, 1986 (the "Loan Agreement"), between the Company, Gordon Morrow, Jr. and Malcolm Morrow (the Company and said individuals being hereinafter together called the "Borrowers") and the Mortgagee.

BOOK 191 PAGE 722

Jack A

WHEREAS, the Borrowers have requested that the Mortgagee increase the maximum principal amount of the Line of Credit from \$150,000 to \$250,000 pursuant to a First Amendment to the Loan Agreement of even date herewith (the Loan Agreement, as so amended, being hereinafter called the "Amended Loan Agreement").

WHEREAS, the Mortgagee is willing to increase the Line of Credit as requested by the Borrowers, provided that (among other things) (a) the Guaranty Agreement be amended to cover the Line of Credit, as so increased, and (b) the Mortgage be amended to secure the increase in the obligations under the Guaranty Agreement, as so amended.

NOW, THEREFORE, in consideration of the premises and in order to induce the Mortgagee to increase the amount of the Line of Credit extended to the Company to \$250,000 as set forth above, subject to the terms and conditions set forth in the Amended Loan Agreement, the Mortgagor and the Mortgagee hereby agree as follows, effective as of the Effective Date:

1. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings attributed thereto in the Amended Loan Agreement.

2. The term "Loan Agreement," as used in the Mortgage, shall be deemed to refer to the Amended Loan Agreement.

3. The Obligations secured by the Mortgage shall specifically include all credit heretofore or hereafter extended by the Mortgagee to the Company pursuant to the \$250,000 Line of Credit provided for in the Amended Loan Agreement.

4. Clause (a) of the last paragraph on page 1 of the Mortgage is hereby amended to read as follows:

(a) a certain modified line of credit master note of the Company to the Mortgagee in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) dated March 29, 1988, payable on demand, evidencing a revolving line of credit made available by the Mortgagee to the Company,

5. The Modified Line of Credit Master Note described in paragraph 4 of this First Amendment shall constitute one of the "Company Notes" referred to in and secured by the Mortgage.

BOOK 191 PAGE 723

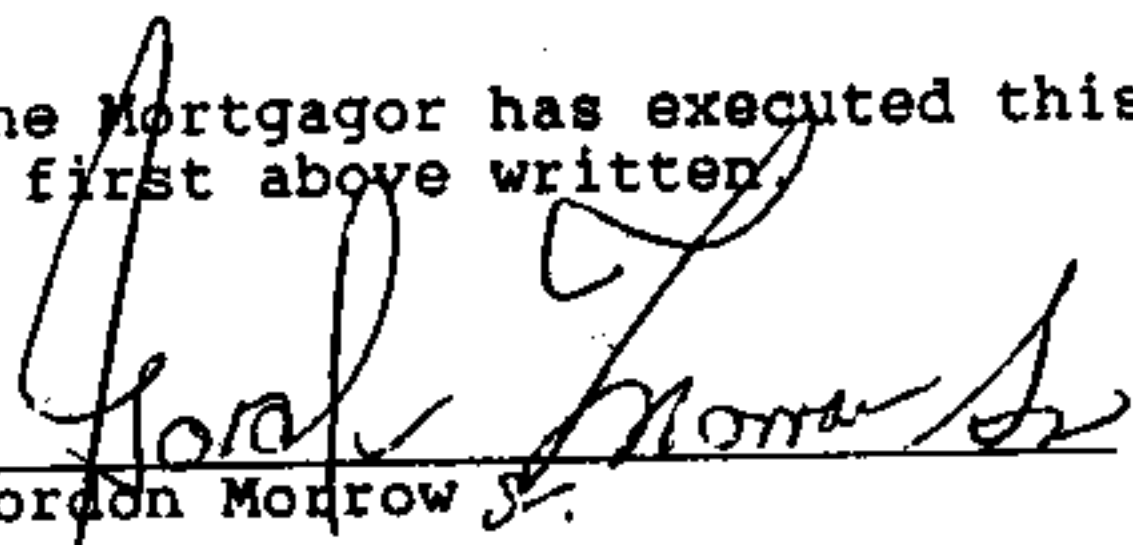
6. The term "Guaranty Agreement," as used in the Mortgage, shall be deemed to refer to the Guaranty Agreement dated February 5, 1986 executed by the Guarantor in favor of the Mortgagee, as amended by a First Amendment thereto dated March 29, 1988, pursuant to which Guaranty Agreement, as so amended, the Guarantor has unconditionally guaranteed the prompt payment in full to the Mortgagee of (among other things) the increased Line of Credit in the amount of \$250,000 evidenced by the Modified Line of Credit Master Note described in paragraph 4 of this First Amendment.

7. The term "Security Documents," as used in the Mortgage, shall have the meaning attributed thereto in the Amended Loan Agreement.

8. Except as expressly amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.

9. The Mortgagor hereby represents and warrants to the Mortgagee that all representations and warranties contained in the Mortgage, as amended, are true and correct on and as of the date hereof (except any representations and warranties that are expressly limited to an earlier date); and the Mortgagor hereby certifies that no Event of Default or any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument on the day and year first above written.


Gordon Morrow Sr.


Betty Marie Morrow

STATE OF ALABAMA)
 SHELBY
COUNTY OF ~~JEFFERSON~~)

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

Given under my hand and official seal, this
the 30 day of March, 1988.

Juan T. Wall
Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES MAY 2, 1989

My commission expires: _____

This instrument prepared by:

Douglas T. Arendall
MAYNARD, COOPER, FRIERSON & GALE, P.C.
12th Floor, Watts Building
Birmingham, Alabama 35203
(205) 252-2889

BOOK 191 PAGE 725

STATE OF ALABAMA
I CERTIFY THAT
INSTRUMENT WAS FILED

88 JUN 28 PM 3:25

J. Thomas C. Jones
JUDGE OF PROBATE

1. Notary Fee
2. Mtg. Tax 150.00
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 161.00