

1862
Loan No. _____

THIS INSTRUMENT PREPARED BY:
THOMAS A. VAN BECKUM
CONTINENTAL BANK N.A.
231 South LaSalle Street
Chicago, Illinois 60693

FIRST AMENDMENT TO MORTGAGE
AND OTHER LOAN DOCUMENTS

THIS AGREEMENT is entered into as of the 22nd day of December, 1988, by and among RELIABLE/BETHEA POWER PRODUCTS, INC., an Alabama corporation of the County of Shelby and State of Alabama (hereinafter referred to as "Borrower"), and CONTINENTAL BANK N.A., formerly known as Continental Illinois National Bank and Trust Company of Chicago, a national banking association (hereinafter referred to as "Bank"), with an office at 231 South LaSalle Street, Chicago, Illinois 60693.

RECITALS

WHEREAS, Iona Leasing, an Illinois general partnership, (hereinafter referred to as "Original Borrower") executed a Mortgage Note ("Note") dated January 14, 1988 in the original principal amount of \$1,500,000, with interest accruing at Bank's "Reference Rate" plus 1 1/4 percent, with quarterly installments of interest and annual principal payments of \$260,000.00, and with the final payment of all unpaid principal and interest due on January 15, 1991;

WHEREAS, the repayment of the Note is secured by a Mortgage, Assignment of Leases and Rents and Security Agreement (as amended, modified and extended from time to time, the "Mortgage") from the Original Borrower to Bank, dated January 14, 1988 and filed for record in Book 171, Page 492, County of Shelby, State of Alabama, encumbering the real estate described in Exhibit "A" attached hereto and made a part hereof, as well as other fixtures and collateral described in the Mortgage (hereinafter referred to as the "Property");

WHEREAS, Original Borrower has sold the Property to Borrower;

WHEREAS, Borrower has assumed all the obligations of Original Borrower under the Note, Mortgage and all other documents evidencing or securing the indebtedness ("loan documents") as a portion of the consideration for the sale of the property;

WHEREAS, Borrower has asked Bank to amend the maturity date (to December 31, 1993), the interest rate (to monthly installments at Reference Rate plus 1%), the amortization (to quarterly installments of \$75,000.00), and certain other terms of the Note; and Bank is willing to do so subject to the terms and provisions stated in a certain Assumption Agreement of even date herewith and stated below; and Borrower has executed and delivered a Replacement Mortgage Note (as amended, modified and extended from time to time, the "Replacement Note").

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties agree as follows:

1. Borrower has executed the Replacement Note to replace the Note originally executed and delivered by Original Borrower in connection with the opening of the Loan. References to the Note in the Mortgage and other loan documents shall be deemed references to the Replacement Note, and all substitutions, amendments and modifications thereof.

Smith, Hynds & Blocher

2. Borrower agrees that any release of prior mortgagors and obligors shall not in any manner affect or impair the indebtedness evidenced by the Note or the Replacement Note, the lien of the Mortgage, or the covenants, agreements and obligations set forth in the Mortgage, Note or Replacement Note, or affect, alter or diminish the remedies at law or in equity for recovery on said security, whether as collateral or otherwise.
3. Borrower further agrees that notwithstanding any release of prior mortgagors and obligors, Borrower shall be liable to pay the indebtedness evidenced by the Replacement Note and shall keep and perform all of the covenants and agreements contained in the Mortgage.
4. Wherever in the Replacement Note, the Mortgage or any other loan document reference is made to the Mortgage or the other loan documents, such reference shall be deemed a reference to such documents as hereby modified or amended.
9. In all other respects, all other terms of the Note and Mortgage and other loan documents shall remain in full force.

IN WITNESS WHEREOF, the undersigned have executed and sealed this document in multiple originals.

NEW BORROWER:

RELIABLE/BETHEA POWER PRODUCTS, INC.

ATTEST:

By: _____

By: D. G. Di Filippo

Its: _____

Its: Vice-President

STATE OF Alabama)
COUNTY OF Jefferson) SS.

I, Joyce Pollard, a Notary Public in and for said County and State, do hereby certify that D. G. Di Filippo and _____, personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of December, 19 88.

(SEAL)

Joyce Pollard
Notary Public

My Commission Expires: 5-16-90

CONTINENTAL BANK N.A.

ATTEST:

By: Robert A. Curley

Its: VICE PRESIDENT

By: [Signature]

Its: _____

STATE OF Illinois)
COUNTY OF Cook) SS.

I, DELPHINE A. KALE, a Notary Public in and for said County and State, do hereby certify that ROBERT A. CURLEY, JR. and JOHN H. BEIRISE personally known to me to be the VICE PRESIDENT and SENIOR VICE PRESIDENT of CONTINENTAL BANK, N.A. appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of December, 1988.

Delphine A. Kale
Notary Public

My Commission Expires: _____

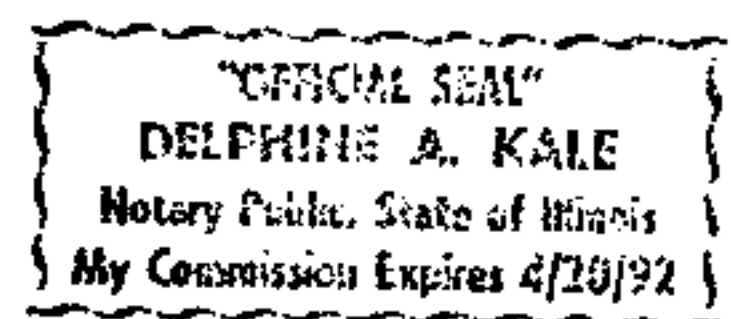


Exhibit A

LEGAL DESCRIPTION

From the SW corner of Section 13, Township 20 South, Range 3 West; run Easterly along the South Boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less to the point of intersection of the south boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. Highway 31; thence turn and angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet; thence turn an angle of 77 degrees 42' to the left and run westerly 878.51 feet to a point in the center of the Old Birmingham - Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham - Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham - Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly 295.47 feet to the point of beginning of the lot herein described; from said point of beginning continue thence in the same southwesterly direction along the East line of the Ralston Purina Company property 200 feet to the SW corner of the lot herein described; thence turn an angle of 93 degrees 41' to the left and run easterly along North line of Ralston Purina Company property 418.51 feet, more or less, to a point on the West right of way line of U.S. Highway 31; run thence in a Northwesterly direction along the West right of way line of said U.S. 31 Highway 204.28 feet to a point; thence run in a straight westerly line (said line being parallel with the southerly line of a lot herein described) to the point of beginning. Being a part of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West.

From the Southwest corner of Section 13, Township 20 South, Range 3 West run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. 31 Highway, thence turn and angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet to the point of beginning of the land herein described; thence turn an angle of 77 degrees 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham - Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham - Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham - Montgomery Highway for 292.83 feet; thence turn

an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly for 495.47 feet; thence turn an angle of 93 degrees 41' to the left and run Easterly 418.51 feet, more or less, to a point on the West right of way line of U.S. 31 Highway; thence turn an angle of 77 degrees 42' to the right and run Southeasterly along the West right of way line of U.S. 31 Highway 102.35 feet, more or less, to the point of beginning.

This land being a part of the East Half of the SE 1/4 of Section 14, Township 20 South, Range 3 West and a part of the West half of the SW 1/4 of Section 13 Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

BOOK 220 PAGE 75

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC 29 PM 3:49

Thomas C. Lawrence, Jr.
JUDGE OF PROBATE

1. Doc. Tax \$ _____
2. Mig. Tax _____
3. Recording Fee 12.50
4. Indexing Fee 1.00
TOTAL 13.50