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This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This First Amendment to Mortgage and Security Agreement (this "Amendment") made and entered into as of the 27th day of June, 1991 between EES Joint Venture, an Alabama general partnership (the "Mortgagor") and First Commercial Bank (the "Mortgagee").

WITNESSETH:

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WHEREAS, Mortgagor and Mortgagee entered into that certain Mortgage and Security Agreement (the "Mortgage") dated March 30, 1990, encumbering the property described therein (the "Mortgaged Property"), which instrument was recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 285, Page 215, as security for the payment of a note in the amount of Two Million and No/100 Dollars (\$2,000,000.00) (hereinafter the "Note"); and

WHEREAS, the Note has been increased to Two Million Six Hundred Sixty-Six Thousand and No/100 Dollars (\$2,666,000.00) for which Mortgagor is justly indebted to Mortgagee; and

WHEREAS, Mortgagor has requested that Mortgagee extend the maturity date of the Note to December 1, 1992, with the option to further extend the maturity date of the Note to December 1, 1994, and Mortgagee has agreed to do so on the condition that Mortgagor enter into this Amendment.

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

1. The amount of the Note is hereby increased to Two Million Six Hundred Sixty-Six Thousand and No/100 Dollars (\$2,666,000.00).

2. The maturity date of the Loan is hereby extended to December 1, 1992, as evidenced by that certain First Amendment to Loan Agreement, Promissory Note, and Loan Documents of even date herewith between Mortgagor and Mortgagee; and, if certain conditions which are set forth in said First Amendment to Loan Agreement, Promissory Note, and Loan Documents are met by Mortgagor, the maturity date of the Loan may be extended further to December 1, 1994.

3. Mortgagor does hereby ratify and affirm all of the provisions set forth in the Mortgage and does further confirm that the lien on the Mortgaged Property created by the Mortgage remains superior to the claims of all other creditors.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this instrument to be executed for and in their names by their duly authorized officers as of the 27th day of June, 1991.

MORTGAGOR:

EES JOINT VENTURE

An Alabama General Partnership

BY: **EES DEVELOPMENT CORPORATION**
An Alabama Corporation
As Managing General Partner

By: 
Marc A. Eason
Its President

BY: **PARTNERS IN PROGRESS VI**
An Alabama General Partnership
As General Partner

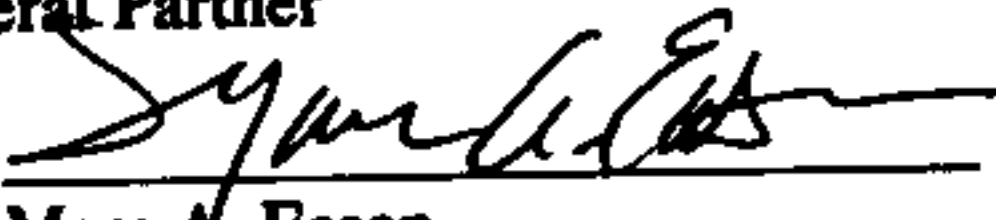
By: **EAGLE & ASSOCIATES**
An Alabama General Partnership
As Managing General Partner

By: 
Lee Hines
Its General Partner

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BY: EES GROUP
An Alabama General Partnership
As General Partner

By: EES DEVELOPMENT CORPORATION
An Alabama Corporation
As General Partner

By: 
Marc A. Eason
Its President

MORTGAGEE:

FIRST COMMERCIAL BANK

By: 
Its: 

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county and state, hereby certify that Marc A. Eason, whose name as President of EES Development Corporation, an Alabama corporation, as Managing General Partner of EES Joint Venture, an Alabama general partnership, 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, acting in its capacity as Managing General Partner as aforesaid.

Given under my hand and official seal this 27th day of June 1991.

Beverly W. Shelton
Notary Public

My Commission Expires July 12, 1994

My commission expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county and state, hereby certify that Lee Hines, whose name as General Partner of Eagle & Associates, an Alabama general partnership, in its capacity as Managing General Partner of Partners in Progress VI, an Alabama general partnership, as General Partner of EES Joint Venture, an Alabama general partnership, 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 General Partner and with full authority, executed the same voluntarily for and as the act of said partnership, acting in its capacity as aforesaid.

Given under my hand and official seal this 27th day of June 1991.

Beverly W. Shelton
Notary Public

My Commission Expires July 12, 1994

My commission expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county and state, hereby certify that Marc A. Eason, whose name as President of EES Development Corporation, an Alabama corporation, in its capacity as General Partner of EES Group, an Alabama general partnership, as General Partner of EES Joint Venture, an Alabama general partnership, 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, acting in its capacity as aforesaid.

Given under my hand and official seal this 27th day of June, 1991.

Beverly W. Shelton
Notary Public

My Commission Expires July 12, 1994
My commission expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

| | |
|------------------|------------------|
| 1. Dead Tax | _____ |
| 2. Mfg. Tax | _____ |
| 3. Recording Fee | _____ |
| 4. Indexing Fee | _____ |
| 5. No Tax Fee | _____ |
| 6. Certified Fee | _____ |
| Total | _____ \$ 1015.00 |

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael R. Washburn, whose name as Vice President of First Commercial Bank, an Alabama 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 the 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 27th day of June, 1991.

Beverly W. Shelton
Notary Public
My Commission Expires July 12, 1994

My commission expires: _____

[NOTARIAL SEAL]