

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

This Amendment is executed this 23rd day of April, 1992,
by and between Henry H. Tyler and Sandra Tyler, husband and wife
(the "Tylers") and A.B. Powell (collectively, the "Mortgagor") and
AmSouth Bank N.A., a national banking association (the
"Mortgagee").

RECITALS

A. The Mortgagor executed in favor of the Mortgagee
that certain Mortgage, Security Agreement and Assignment of Rents
and Leases dated November 29, 1990 (the "Mortgage").

B. The Mortgage has been recorded in the Office of the
Judge of Probate of Jefferson County, Alabama, in Real Volume 3939,
page 270 (Birmingham Division); Jefferson County (Bessemer
Division) in Real Volume 817, page 313; Tuscaloosa County in
Mortgage Book 1515, page 0004; Shelby County in Book 325, page 671;
and Morgan County in Book 1354, page 687.

C. The Mortgage secures certain debts of various
individuals and entities to the Mortgagee under the terms and
conditions of the Notes, as defined therein.

D. Hank's Ambulance Service, Inc., A & A Ambulance
Service, Inc., Tarrant Ambulance Service, Inc., and Henry H. Tyler
have each requested additional extensions of credit from the
Mortgagee, and the Mortgagee has agreed to provide such additional
credit on condition that the Mortgage secure such additional
credit.

AGREEMENT

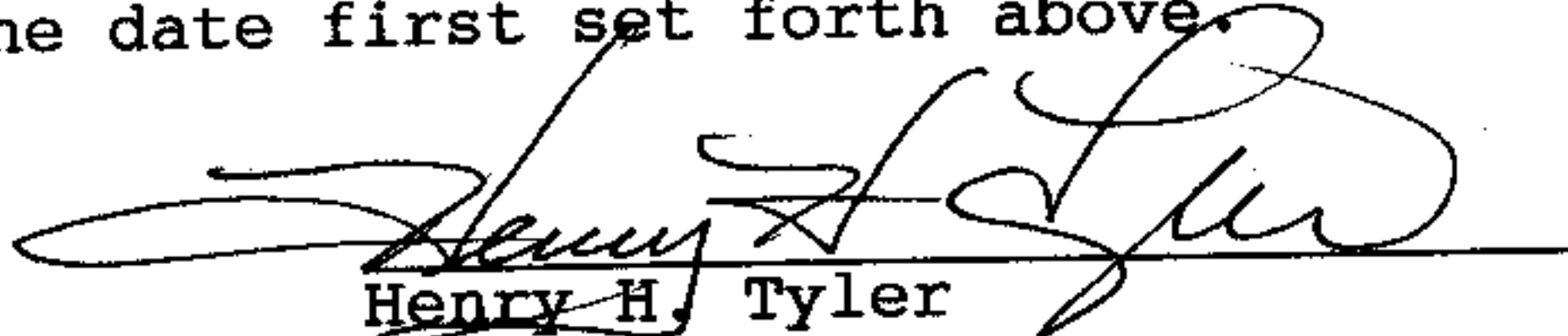
NOW THEREFORE, in consideration of the above Recitals,
the Mortgage is hereafter amended by replacing the definition of
the defined term "Notes" in Recital E of the Mortgage with the
following:

(the Tyler's Note, the Tarrant Note, the Suburban Note, the
Hank's Note, the A & A Note, that certain promissory note in
the principal amount of \$60,000 executed by A & A Ambulance
Service, Inc., dated April 15, 1992, that certain promissory
note in the principal amount of \$365,000 executed by Tarrant
Ambulance Service, Inc., dated April 15, 1992, and that
certain promissory note in the principal amount of \$75,000
executed by Hank's Ambulance Service, Inc., dated April 15,
1992, are herein collectively called the "Notes"); and

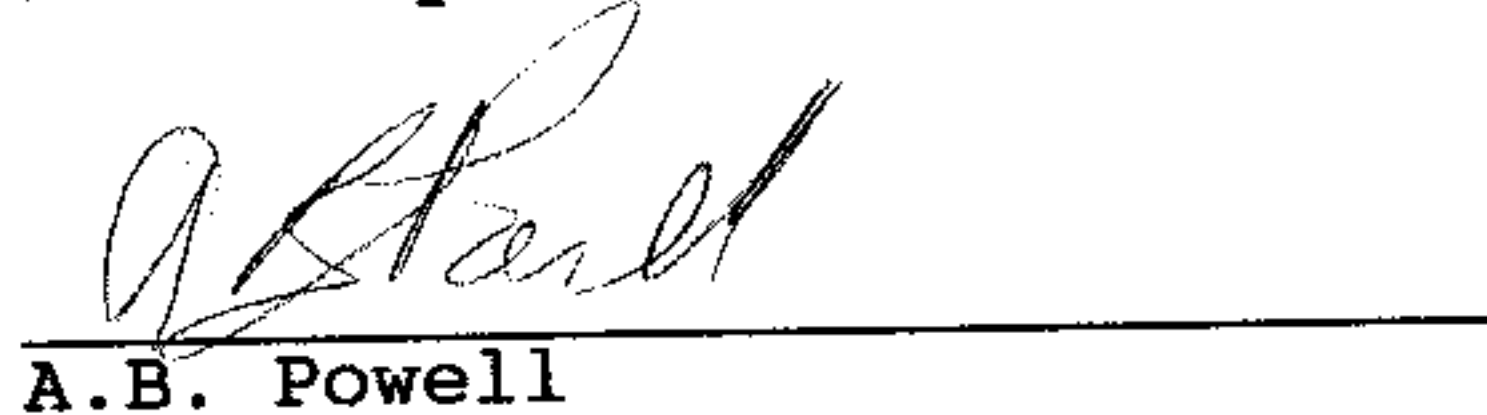
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SHELBY COUNTY JUDGE OF PROBATE
004 HCD 17.00

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

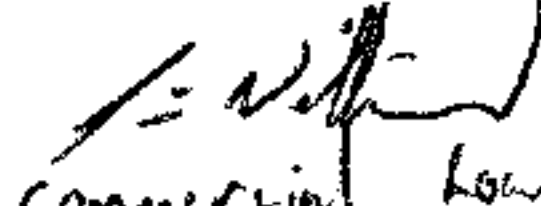
IN WITNESS WHEREOF, Henry H. Tyler, Sandra Tyler and A.B. Powell have executed this Amendment, and AmSouth Bank N.A. has caused this Amendment to be executed by its duly authorized officer, as of the date first set forth above.


Henry H. Tyler


Sandra Tyler


A.B. Powell

AMSOUTH BANK N.A.

By 
Commercial Loan Officer
Its _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Henry H. Tyler, 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 23rd day of April, 1992.


Notary Public

AFFIX SEAL

My commission expires: 5-5-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sandra Tyler, 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 23rd day of April, 1992.

Angie D. Mauldin
Notary Public

AFFIX SEAL

My commission expires: 5-5-95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that A. B. Powell, 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 23rd day of April, 1992.

Angie D. Mauldin
Notary Public

AFFIX SEAL

My commission expires: 5-5-95

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James D. Williams, whose name as Officer of AmSouth Bank N.A., a national banking association,

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 banking association.

Given under my hand and official seal this the 27th day of April, 1992.

Angie S. Mauldin
Notary Public

AFFIX SEAL

My commission expires: 5-5-95

This instrument prepared by:

Kay K. Bains
WALSTON, STABLER, WELLS,
ANDERSON & BAINS
505 N. 20th Street, Suite 500
P. O. Box 830642
Birmingham, Alabama 35283-0642
(205) 251-9600

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