

**AMENDMENT TO MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES**

THIS AGREEMENT, made as of the 28th day of April, 1994, by and between EFV PROPERTIES, LTD., an Alabama limited partnership ("Borrower") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Lender").

RECITALS:

Borrower executed and delivered to Lender its Mortgage and Security Agreement dated August 23, 1993 and recorded as Instrument No. 1993-25606 of the Probate Office of Shelby County, Alabama (the "Mortgage") and its Assignment of Rents and Leases of even date therewith recorded as Instrument No. 1993-25607 in said Office (the "Assignment"), to secure a loan from Lender in the principal sum of \$3,500,000.00. Borrower has requested that Lender readvance the principal sum of \$172,500.00 previously repaid and Lender has agreed to amend the Mortgage and Assignment to secure such readvances by the Mortgage and Assignment as hereinafter set forth.

RECITALS:

NOW, THEREFORE, in consideration of the additional advance of \$172,500.00 by Lender to Borrower, Borrower agrees with Lender and represents and warrants to Lender, and Lender agrees with Borrower, as follows:

1. In addition to all other principal, interest and other obligations secured thereby, the Mortgage and Assignment shall secure the principal sum of \$172,500.00 readvanced by Lender to Borrower together with interest from time to time accrued and unpaid on such

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readvanced amount, which principal sums so readvanced shall be deemed part of the secured indebtedness pursuant to the Mortgage and Assignment. Notwithstanding such readvance, the outstanding principal amount secured by the Mortgage will not exceed \$3,500,000.00 at any time.

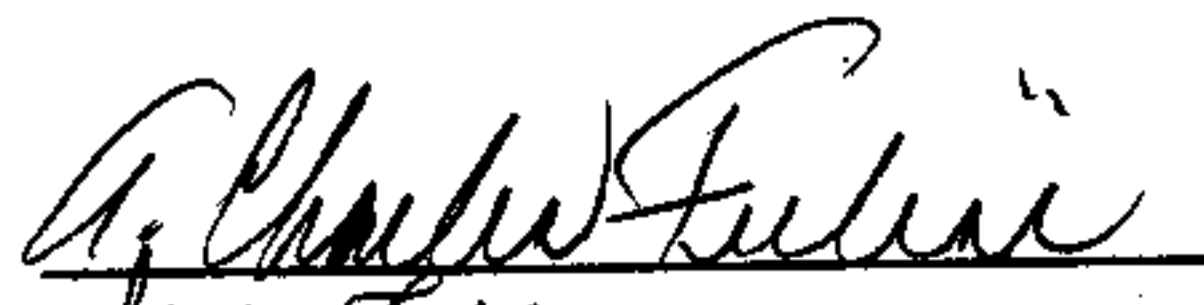

2. Except as herein amended, the Mortgage and Assignment shall remain in full force and effect, and the Mortgage and Assignment, each as so amended, are hereby ratified and affirmed in all respects. Borrower confirms that there are no offsets or defenses with respect to its obligations pursuant to the Mortgage and Assignment, each as herein amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

BORROWER:


EFV PROPERTIES, LTD., an Alabama
limited partnership

BY: EFV PROPERTIES, INC., an Alabama
corporation, its general partner

BY: 
Its 

LENDER:

SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION, a national
banking association

BY: 
Benjamin S. Weil
Commercial Loan Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that A. Charles Ferlisi whose name as Sec. Treas. of EFV Properties, Inc., an Alabama corporation, as general partner of EFV Properties, Ltd., an Alabama limited partnership, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, 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 general partner of said partnership.

Given under my hand and official seal, this 1st day of July, 1994.

Stephanie C. Barnett
Notary Public
My commission expires: _____

MY COMMISSION EXPIRES MAY 9, 1998

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Benjamin S. Weil, whose name as Commercial Loan Officer of SouthTrust Bank of Alabama, National Association, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 3rd day of July, 1994.

Doni Johnson
Notary Public
My commission expires: 2-7-95

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This document was prepared
by and should be returned
after recording to

Dwight Mixson
Burr & Forman
3000 SouthTrust Tower
Birmingham, AL 35203