

SCRIVENOR'S AFFIDAVIT

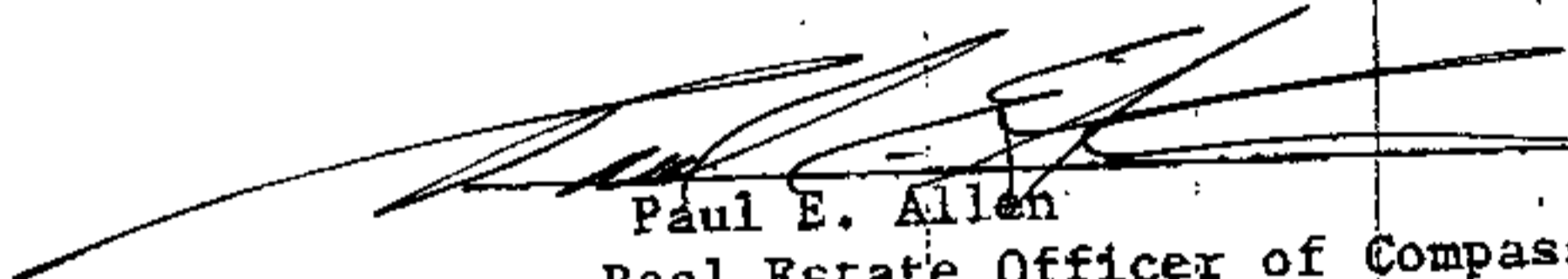
State of Alabama
Shelby County

Before me, the undersigned authority in and for said County and State,
personally appeared Paul E. Allen, who, after being
by me first duly sworn to speak the truth, deposes and says:

I, Paul E. Allen, Real Estate Officer of Compass Bank, do hereby certify
that I had prepared that certain Amendment to Future Advance Mortgage, Assignment
of Rents and Leases and Security Agreement which was executed by J-WES CO., INC,
and COMPASS BANK on July 13, 1994, and which was recorded as Instrument No.
1994-26166 in the Probate Office of Shelby County, Alabama. Said instrument
contained an erroneous legal description in that it failed to identify the
Block in which said lots are located. The legal description intended to have
been typed thereon and the lots intended to have been mortgaged is as follows:

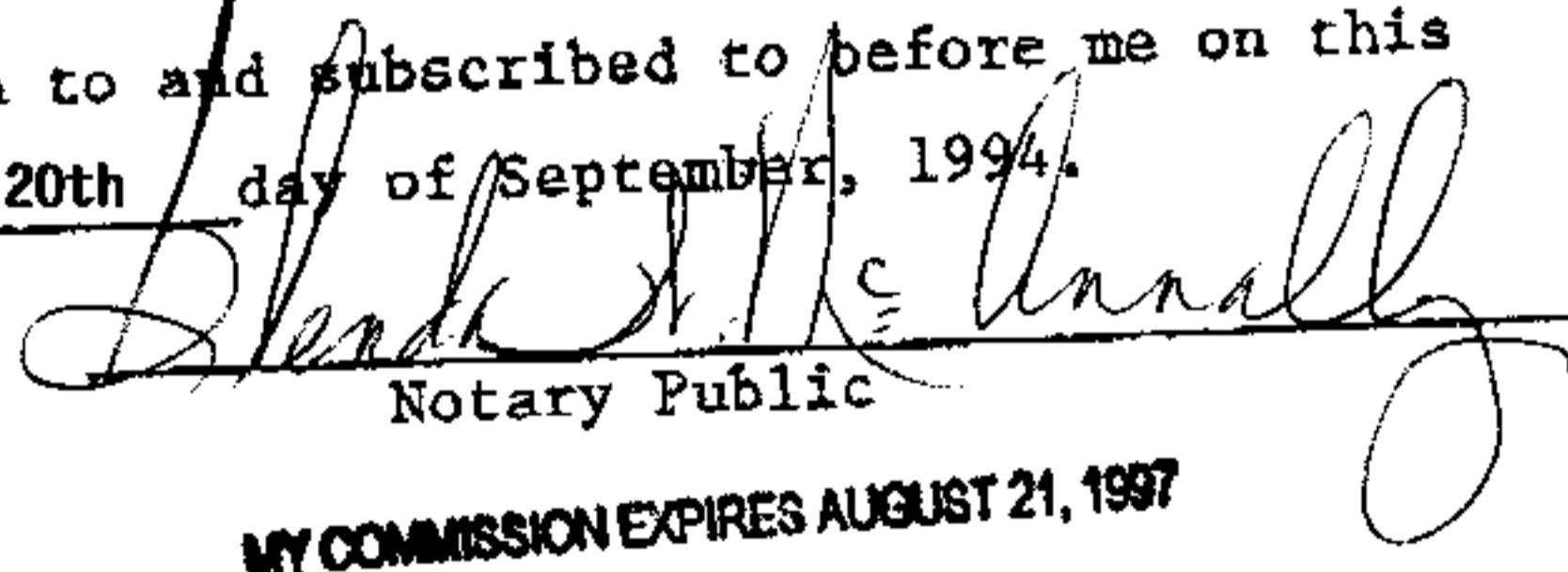
Lots 40, 41, 42, 43, 44, 55, 56 and 57, in Block 2, according to the Survey of
Southlake Crest, 2nd Sector, as recorded in Map Book 18 Page 69 in the Probate
Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This the 20th day of September, 1994.


Paul E. Allen
Real Estate Officer of Compass Bank

State of Alabama
Jefferson County

Sworn to and subscribed to before me on this
the 20th day of September, 1994.


Notary Public
MY COMMISSION EXPIRES AUGUST 21, 1997

Alabama Title

Inst # 1994-30798

10/11/1994-30798
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCD 18.50

THIS INSTRUMENT PREPARED BY:

Compass Bank
15 South 20th Street
Birmingham, Alabama 35233
Telephone: (205) 933-3000

Inst # 1994-26166

08/23/1994-26166
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DORIS WEL 17.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT
OF RENTS AND LEASES AND SECURITY AGREEMENT
(ALABAMA)

THIS AMENDMENT to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (this "Amendment") is made as of the 13th of July, 1994, and is by and between J-WES CO., INC., an Alabama corporation (the "Borrower"), Mortgagor, and COMPASS BANK, Birmingham, Alabama (f/k/a CENTRAL BANK OF THE SOUTH), an Alabama state banking corporation (the "Bank"), Mortgagee.

P R E A M B L E

Borrower entered into a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement in favor of the Bank dated July 29, 1993, recorded in the office of the Judge of Probate of Shelby County, Alabama on August 3, 1993, as Instrument No. 1993-22814 (the "Mortgage"). In order to induce the Bank to make the Loan (as defined in the Mortgage) or loans to Borrower, Borrower desires to amend the Mortgage to add the additional property described herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank, intending to be legally bound hereby, agree as set forth below.

A M E N D M E N T

1. **Premises.** The property described on Addendum 1 attached hereto is hereby added to the Mortgaged Property (as defined in the Mortgage) in all respects and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording. Borrower hereby grants, bargains, sells, alienates and conveys unto the Bank, its successors and assigns, the property described on Addendum 1 hereto and all estates, buildings, improvements, fixtures, furniture and personal property of every nature whatsoever now or hereafter owned by the Borrower and situated on the property described on Addendum 1 hereto or used or intended to be used in connection with or with the operation of said property, buildings or other improvements, in all respects as if set forth in the Mortgage and to the same extent and as fully as if the property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording.

Carabe Title

2. **No Release.** This Amendment is intended to add the property described on Addendum 1 hereto to the property granted and conveyed by the Mortgage. This Amendment in no way releases from the lien of the Mortgage all or any portion of the real property described therein.

3. **Reaffirmation of Representations and Warranties.** Each representation and warranty contained in the Mortgage is hereby reaffirmed as of the date hereof, and the Borrower hereby makes each representation and warranty contained in the Mortgage as to the real and personal property granted and conveyed to the Bank hereby as fully as if the real property described on Addendum 1 hereto were described on Exhibit A to the Mortgage upon its original recording.

4. **Effective Date.** The effective date of this Amendment is the date first set forth above.

5. **Effect of Amendment.** Except as specifically modified herein, all provisions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, Borrower and the Bank have caused this Amendment to be duly and properly executed under seal as of the day and year first above written.

BORROWER (MORTGAGOR, DEBTOR):

J-WES CO., INC., an Alabama corporation

WITNESS:

By:

Paul L. Griffith
its Vice President

BANK (MORTGAGEE, SECURED PARTY):

COMPASS BANK, Birmingham, Alabama (f/k/a CENTRAL BANK OF THE SOUTH)

WITNESS:

By:

[Signature]
its Real Estate Officer

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick L. Griffith 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 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 this the 13th day of July, 1994.

[Signature]
Notary Public
My commission expires: 2/2/97

[NOTARIAL SEAL]

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, the undersigned, Notary Public in and for said County in said State, hereby certify that Paul E. Allen whose name as Real Estate Officer of COMPASS BANK, Birmingham, Alabama (f/k/a CENTRAL BANK OF THE SOUTH), an Alabama state 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 this the 13th day of July, 1994.

[Signature]
Notary Public
My commission expires: 2/2/97

[NOTARIAL SEAL]

ADDENDUM 1
PROPERTY DESCRIPTION

Lots 40, 41, 42, 43, 44, 55, 56 and 57, according to the Survey of Southlake
Crest, 2nd Sector, as recorded in Map Book 18, Page 69, in the Probate Office
of Shelby County, Alabama; being situated in Shelby County, Alabama.

Inst # 1994-24166

08/23/1994-24166
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00

Inst # 1994-30798

1998

10/11/1994-30798
08:18 AM CERTIFIED 1998-30798

SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

10/11/1994-30798
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50