

STATE OF ALABAMA)

SHELBY COUNTY)

FINAL
DRAFT
7/20/95

AMENDMENT TO AGREEMENT, CROSS EASEMENT AGREEMENT,
WARRANTY DEED AND MORTGAGE, AND GRANT OF EASEMENT AND
QUITCLAIM DEED (COLLECTIVELY THE "AMENDMENT")

This Amendment is made this 7 day of AUGUST, 1995,
by and between ADDIE SMITH, MARY CLINE MARTIN, JEAN CLINE PRYOR,
ROLLIN L. JOHNSON, JR. and JAMES THOMAS JOHNSON (herein
collectively, "Johnson"), INTERSTATE RESTAURANT INVESTORS, AN
ALABAMA GENERAL PARTNERSHIP and FRANK C. ELLIS, JR. (herein
collectively, "IRI") and UNION STATE BANK (herein "Bank").

WHEREAS, on February 20, 1995;

(i) IRI and Bank entered an agreement which is recorded in
Instrument #1995-04564 in the Office of the Judge of Probate of
Shelby County, Alabama (the "Agreement"); and

(ii) Johnson and IRI entered a Cross Easement Agreement which
is recorded in Instrument #1995-04566 in the Office of the Judge of
Probate of Shelby County, Alabama (the "Easement"); and

(iii) IRI executed a deed to Bank which deed is recorded in
Instrument #1995-04570 in the Office of the Judge of Probate of
Shelby County, Alabama (the "Deed"); and

(iv) IRI executed a mortgage to Bank which mortgage is
recorded in Instrument #1995-04568 and which mortgage was amended
in Instrument #1995-18758, both in the Office of the Judge of
Probate of Shelby County, Alabama (collectively, the "Mortgage");
and

WHEREAS, the Alabama Department of Transportation has now

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determined that the curb cut referred to in the Easement and described therein on Exhibit "B" to the Easement must be moved easterly along Highway 119 approximately forty (40) feet; and

WHEREAS, the movement of the curb cut requires the amendment of the Agreement, the Easement, the Deed, the Mortgage and various conveyances.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by all parties, Johnson, IRI and Bank agree as follows:

1. Attached hereto as Exhibit "A" is a drawing and description of a mutual ingress-egress utility easement (the "New Easement"). Johnson hereby grants, bargains, sells and conveys to IRI and Bank and to their respective heirs, successors and assigns, a non-exclusive, perpetual easement, running with the land, for vehicular and pedestrian ingress and egress and for utilities over and across the New Easement. To have and to hold unto IRI and Bank, their respective heirs, successors and assigns, forever.

2. Johnson and Bank (only in Bank's capacity as Grantee in the Deed but specifically not in its capacity as Mortgagee under the Mortgage) hereby remises, releases, quitclaims, grants, sells and conveys to IRI, any portion of the real property described on Exhibit "B" to the Easement which is a part of the property conveyed by Johnson to IRI in deed recorded in Instrument #1995-04562 in the Office of the Judge of Probate of Shelby County,

Alabama less and except however, any portion of such property which is included in the New Easement. To have and to hold unto IRI, their heirs, successors and assigns forever.

3. IRI and Bank hereby remise, release, quitclaim, grant, sell and convey to Johnson, their heirs, successors and assigns, any portion of the real property described in Exhibit "B" of the Easement which is a part of the Johnson Retained Property as that term is defined in the Easement and described on Exhibit "A" to the Easement, however, less and except any portion of such property which is included in the New Easement. To have and to hold unto the Johnsons, their heirs, successors and assigns forever.

4. Exhibit "B" to the Agreement and the depiction of the Johnson Easement on Exhibit "Z" to the Agreement are hereby deleted in their entirety and in their place shall be substituted the New Easement.

5. Exhibit "B-1" to the Mortgage is hereby deleted in its entirety and in its place shall be substituted the New Easement.

6. Exhibit "B-1" to the Deed is hereby deleted in its entirety and in its place is hereby substituted the New Easement.

7. Paragraph 4 of the Easement is hereby deleted in its entirety and in its place shall be substituted the following language:

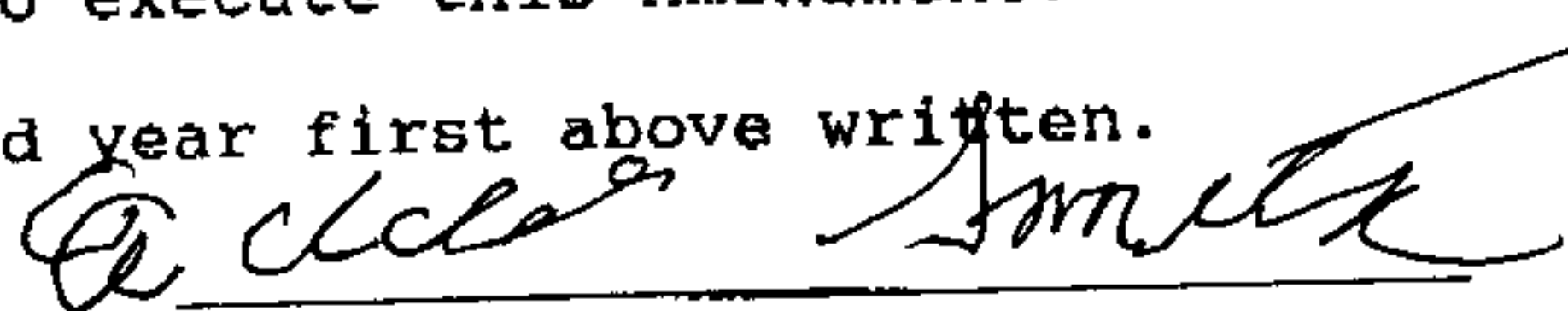
"Upon the sale of the Johnson Retained Property, Johnson shall pay the total sum of Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) to IRI which sum represents Johnson's entire obligation with respect to the construction of any improvements on or within the New Easement."

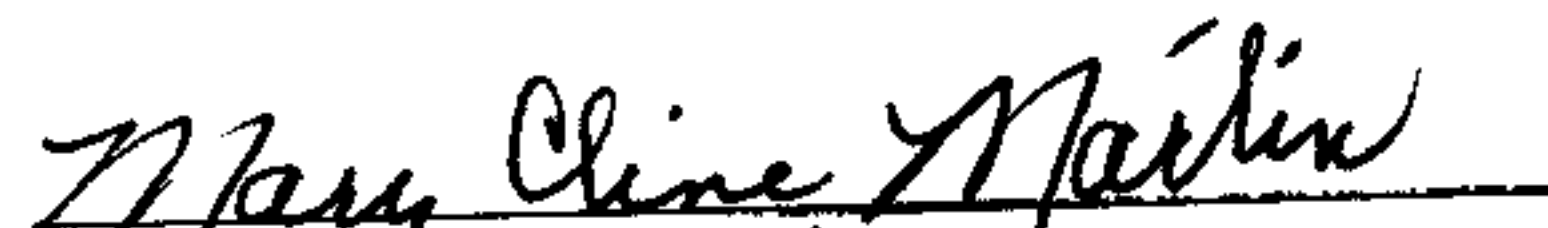
8. The New Easement is not the homestead of Frank C. Ellis,

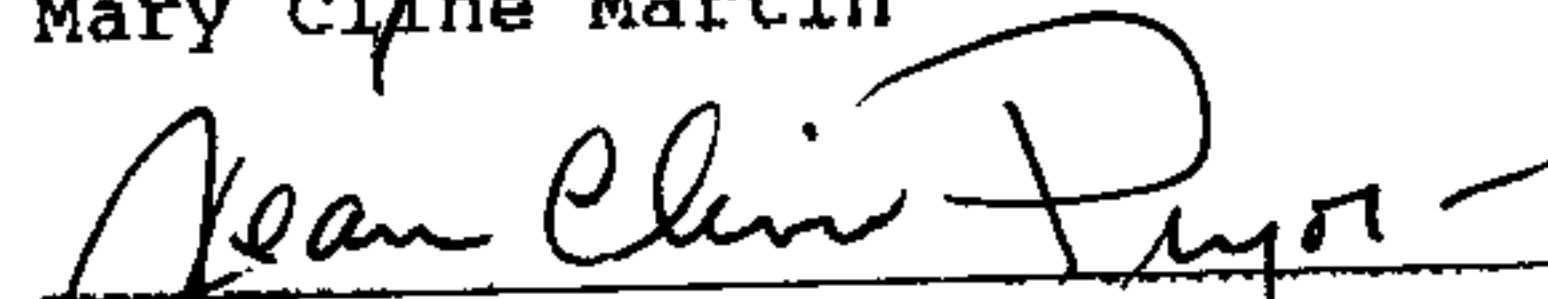
Jr. or any of the Johnsons or any of their spouses.

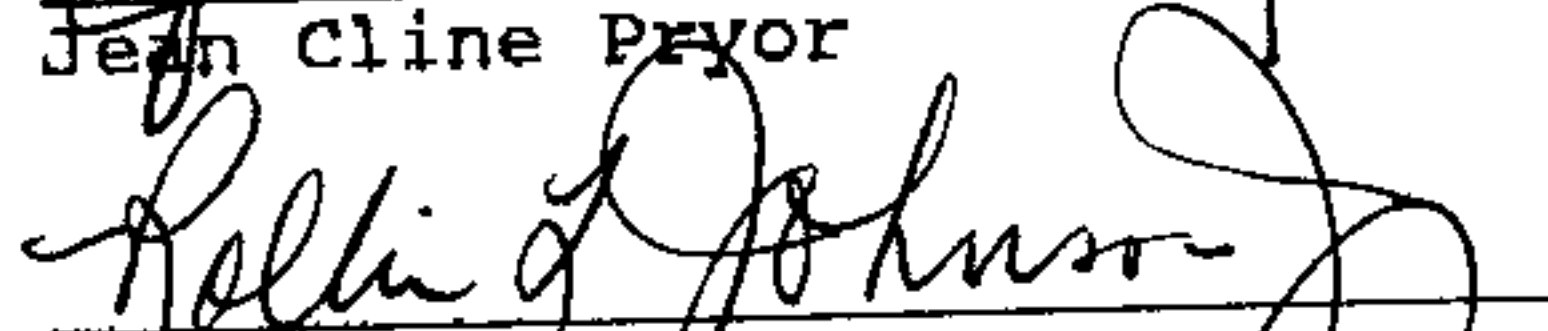
9. John McGeever, John G. Benner and William R. Robertson represent and warrant that they are all of the general partners of Interstate Restaurant Investors, an Alabama General Partnership and have full power and authority to execute this Amendment.

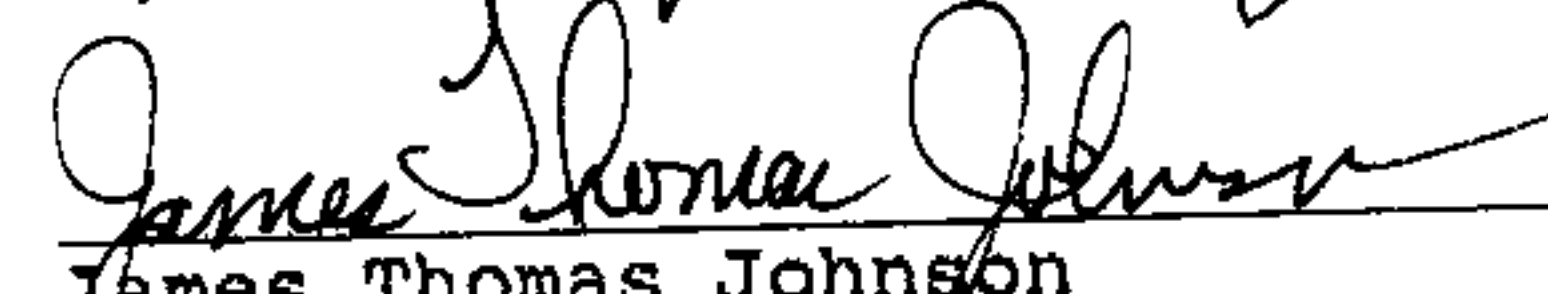
DONE effective the date and year first above written.


Addie Smith


Mary Cline Martin


Jean Cline Pryor


Rollin L. Johnson, Jr.


James Thomas Johnson

INTERSTATE RESTAURANT INVESTORS,
AN ALABAMA GENERAL PARTNERSHIP

By: 
John McGeever
Its: General Partner

By: 
John G. Benner
Its: General Partner

By: 
William R. Robertson
Its: General Partner


Frank A. Ellis, Jr.

UNION STATE BANK

By: Rex V Alexander
 Its: Executive Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ADDIE SMITH, 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 foregoing instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of August, 1995.

[Signature]
 Notary Public

My Commission Expires: 6-20-96

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARY CLINE MARTIN, 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 foregoing instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of August, 1995.

[Signature]
 Notary Public

My Commission Expires: 6-20-96

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JEAN CLINE PRYOR, 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 foregoing instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of August, 1995.

[Signature]
Notary Public
My Commission Expires: 6-20-96

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROLLIN L. JOHNSON, JR., 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 foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of July, 1995.

[Signature]
Notary Public
My Commission Expires: 6-20-96

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES THOMAS JOHNSON, 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 foregoing instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of August, 1995.

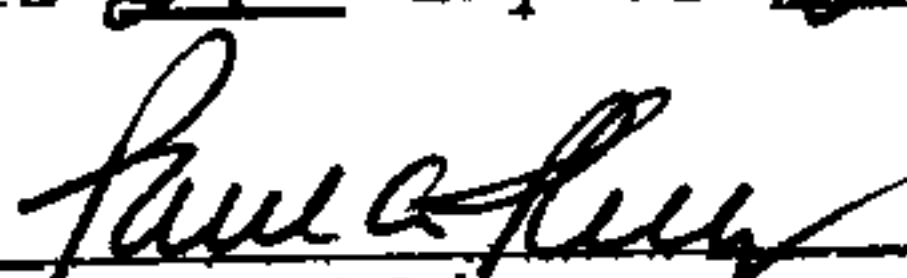
[Signature]
Notary Public
My Commission Expires: 7-15-98

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN MCGEEVER, JOHN G. BENNER and WILLIAM R. ROBERTSON, whose names as General Partners of INTERSTATE RESTAURANT INVESTORS, AN ALABAMA GENERAL PARTNERSHIP, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 24th day of August, 1995.


Notary Public

My Commission

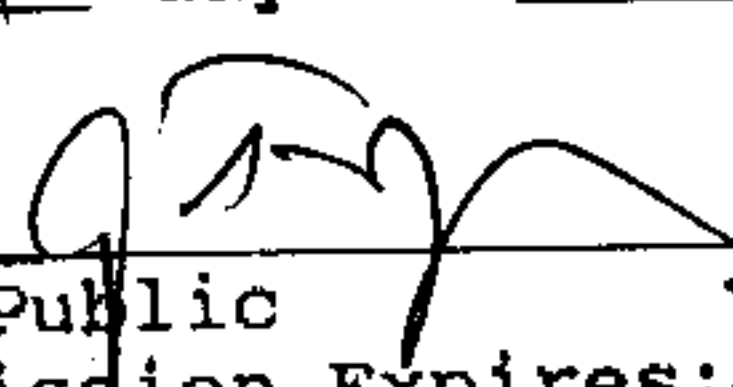
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that REX V. ALEXANDER, whose name as VICE -President of UNION STATE BANK, a state banking institution, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking institution on the day the same bears date.

Given under my hand and seal this 21 day of SEPTEMBER, 1995.


Notary Public

My Commission Expires: 3-1-98

STATE OF ALABAMA)

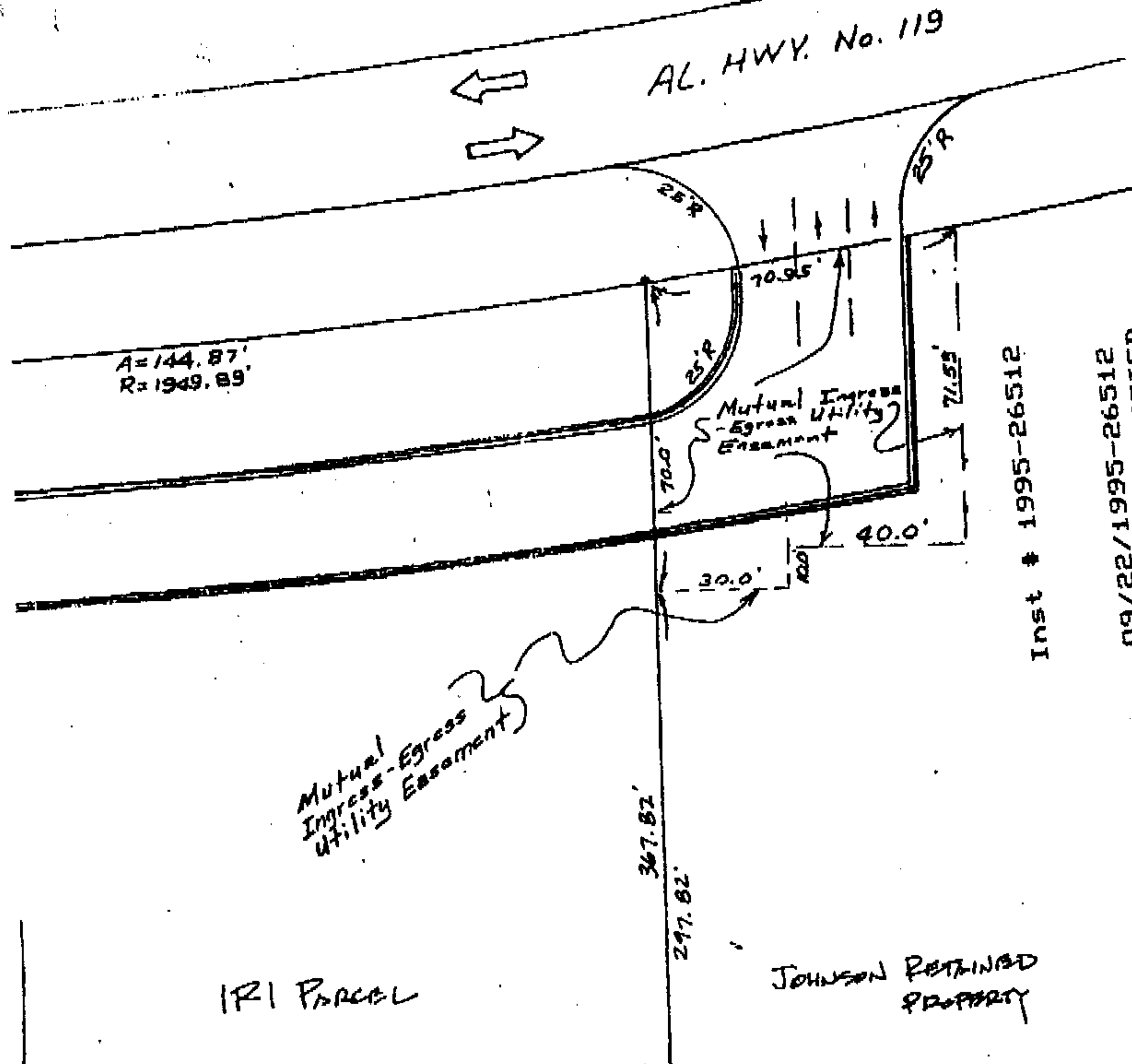
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FRANK C. ELLIS, JR., 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 foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of September, 1995.

Janice E. Culver
Notary Public
My Commission Expires: 1-4-97

EXHIBIT "A"



Inst # 1995-26512

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09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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MUTUAL INGRESS - EGRESS UTILITY EASEMENT

The following is a description of an Ingress - Egress Utility Easement in perpetuity and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West; thence run north along the Quarter line 506.79 feet; thence left 121° 25'36\"