

THE MAXIMUM AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE (AS AMENDED) SHALL NOT EXCEED \$2,330,000. MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON \$1,900,000 OF SUCH INDEBTEDNESS IN CONNECTION WITH THAT CERTAIN MORTGAGE DATED NOVEMBER 23, 1994, RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER 1994-34897.

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("this Amendment") dated as of October 2, 1995 (the "Effective Date") is entered into by EDWIN B. LUMPKIN, JR., an individual (the "Borrower"), and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association (the "Lender").

Recitals

A. The Borrower has heretofore executed a certain Mortgage dated as of November 23, 1994 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1994-34897 in favor of the Lender (the "Mortgage").

B. The Mortgage secures (among other things) (i) a certain term loan in the principal amount of \$1,200,000 evidenced by a certain promissory note dated as of November 23, 1994 executed by the Borrower in favor of the Lender in said principal amount and (ii) a certain term loan in the principal amount of \$700,000 evidenced by a certain promissory note dated as of November 23, 1994 executed by the Borrower in favor of the Lender in said principal amount.

C. The Borrower has requested that the Lender make an additional term loan to the Borrower in the principal amount of \$430,000 (the "Additional Loan"), to be evidenced by a certain Promissory Note dated of even date herewith from the Borrower in favor of the Lender in said principal amount (the "Additional Note").

D. The Lender is willing to make the Additional Loan to the Borrower as requested by the Borrower upon the condition, among others, that the Borrower execute this Amendment to reflect that the Mortgage secures the repayment of the Additional Loan evidenced by the Additional Note.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage.

inst # 1995-29265

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2. The Rules of Construction set forth in Section 1.1 of the Mortgage shall govern the construction and interpretation of this Amendment.

3. From and after the Effective Date, the Mortgage shall be, and it is hereby, amended as follows:

(a) The Recitals set forth on page 1 of the Mortgage are hereby replaced in their entirety with the following:

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower in the form of (i) a term loan in the principal amount of \$1,200,000, (ii) a term loan in the principal amount of \$700,000 and (iii) a term loan in the principal amount of \$430,000 (collectively, the "Loan") to finance the acquisition, construction and development of the Project, as more particularly described in the Credit Agreement and the other Credit Documents. To secure the Obligations, and to induce the Lender to extend the Credit to the Borrower, the Borrower has agreed to execute this Agreement.

(b) Exhibit B is hereby amended by adding the following item (g) at the end thereof:

(g) Promissory Note dated as of October 2, 1995 in the principal amount of Four Hundred Thirty Thousand Dollars (\$430,000) executed by the Borrower in favor of the Lender.

4. In order to induce the Lender to make the Additional Loan and to enter into this Amendment, the Borrower hereby represents and warrants that all the representations and warranties set forth in Article 3 of the Mortgage are true and correct as of the date of this Amendment and as of the date of execution hereof; and no event of default under Section 5.2 of the Mortgage has occurred and is continuing.

5. Except as hereby expressly modified and amended the Mortgage shall remain in full force and effect in accordance with its terms. This Amendment is not intended to be or create, nor shall it be construed as, a novation or an accord and satisfaction of the debts secured by the Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized officer, all as of the Effective Date first set forth above.

Edwin B. Lumpkin, Jr.
Edwin B. Lumpkin, Jr.

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

By: W. B. H.

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2nd day of October, 1995.

Gina R. Hoover
Notary Public

[AFFIX SEAL]

My Commission Expires: _____ MY COMMISSION EXPIRES OCTOBER 14, 1995

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert B. Aland, whose name as Vice President of National Bank of Commerce of Birmingham, 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 national banking association.

Given under my hand and official seal, this 2nd day of October, 1995.

Gina R. Hoover
Notary Public

[AFFIX SEAL]

My Commission Expires: _____ MY COMMISSION EXPIRES OCTOBER 14, 1995

This instrument was prepared by:

Thomas C. Clark III
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Inst # 1995-29265