

**FIRST AMENDMENT TO FUTURE
ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (the "Amendment") is made and entered into as of April 25, 1997, by and between **SOUTH GRANDE VIEW DEVELOPMENT CO., INC.**, having its principal place of business at 5101 Cyrus Circle, Suite 100, Birmingham, Alabama 35242 (the "Borrower"), and **COMPASS BANK**, at its principal place of business at Post Office Box 10566, Birmingham, Alabama 35296, Attention: Alabama Real Estate Loan Department (the "Bank").

Inst # 1997-13585

Recitals

A. The Borrower and the Bank have previously entered into that certain Commitment Letter dated April 12, 1996 (the "Commitment Letter"), executed in connection with a loan of \$100,000.00 made to the Borrower by the Bank (the "Loan"), which Loan is evidenced by that certain Promissory Note (Loan Master Note) dated May 3, 1996, executed by the Borrower in favor of the Bank in said principal amount (the "Note").

B. In order to secure the Loan, the Borrower executed and delivered to the Bank that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (the "Mortgage") dated as of May 3, 1996, and recorded as Instrument #1996-14968 in the Office of the Judge of Probate of Shelby County, Alabama.

C. The Borrower and Bank entered into various other loan documents executed in connection with the Loan (the "Loan Documents").

D. The Borrower has requested the Bank to make available under the Loan line, an additional \$100,000.00 and for such increase to be secured by the Mortgage.

Agreement

NOW, THEREFORE, in consideration of the premises, and in order to induce the Bank to make available an additional \$100,000.00 to the Borrower as aforesaid, the Borrower hereby agrees with the Bank as follows:

1. The recitals hereinabove set forth are hereby incorporated by this reference herein.
2. The Mortgage is hereby modified as follows:
 - (a) The first recital on page 1 of the Mortgage is hereby replaced in its entirety with the following:

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05/02/1997-13585
10:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 166.00

WHEREAS, Borrower is justly indebted to Bank on a loan in the principal sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Loan"), or so much as may from time to time be disbursed thereunder, as evidenced by an Amended and Restated Promissory Note dated April 25, 1997, payable to Bank with interest thereon, amending and restating that certain Promissory Note dated May 3, 1996 (the "Note") as follows:

3. The Borrower and the Bank acknowledge that as of April 25, 1997, Borrower had drawn down all but \$7,154.67 of the original Loan amount having an outstanding unpaid principal balance of \$92,845.33 on the Note prior to being amended and restated. The Amended and Restated Note executed simultaneously herewith is in the amount of US \$200,000.00, which is the sum of (a) \$100,000.00 available for draw, (b) \$7,154.67 which remained available under the Loan line, and (c) the outstanding unpaid principal balance of \$92,845.33. The new advance in the amount of \$100,000.00 to be made available to the Borrower under the terms of the Note constitutes a new advance secured by this Mortgage. The total indebtedness evidenced by the Note, as amended and restated, shall be included in the Loan secured by the Mortgage and shall have the same priority as the indebtedness evidenced by the Note prior to such advance of additional funds.

4. Except as specifically modified and amended by this Amendment, the Mortgage shall remain in full force and effect in accordance with its terms. The Borrower hereby ratifies and affirms all of its obligations under the Mortgage and the Other Loan Documents.

5. Nothing contained in the Note, as amended and restated, or this Amendment shall be construed as effecting any novation, payment or accord and satisfaction of the indebtedness secured by the Mortgage.

6. The term Note, as used in the Mortgage shall include the Amended and Restated Note of even date herewith.

IN WITNESS WHEREOF, each of the parties hereto has executed or caused to be executed this Amendment as the day and year first above written.

BORROWER:

SOUTH GRANDE VIEW DEVELOPMENT CO., INC.


BY:

CHARLES S. GIVIANPOUR
Its 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 Charles S. Givianpour, whose name as President of South Grande View Development Co., Inc., an Alabama 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 said 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 and official seal, this the 25th day of April, 1997.


Notary Public

My Commission Expires:

[Seal]

05-13-2000

BANK:

COMPASS BANK

BY:

ITS:

Travis G. McKay
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 TRAVIS G. MCKAY, whose name as Vice President of Compass Bank, a state 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 bank.

Given under my hand and official seal, this the 25th day of April, 1997.

[Signature]

Notary Public

My Commission Expires:

[Seal]

05-13-2000

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