

THE MAXIMUM AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE (AS AMENDED) SHALL NOT EXCEED \$3,070,000. MORTGAGE FILING PRIVILEGE TAXES HAVE BEEN PREVIOUSLY PAID ON \$2,330,000 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, AND THAT CERTAIN FIRST AMENDMENT THERETO DATED OCTOBER 2, 1995, RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER 1995-29265.

STATE OF ALABAMA)
SHELBY COUNTY)

**SECOND AMENDMENT TO MORTGAGE
AND CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO MORTGAGE AND CREDIT AGREEMENT ("this Amendment") is entered into as of June 6, 1997 (the "Effective Date"), by EDWIN B. LUMPKIN, JR. (the "Borrower") and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association (the "Lender").

Recitals

A. Pursuant to that certain Credit Agreement dated November 23, 1994 executed by the Borrower and the Lender, the Lender made the following two loans to the Borrower: (i) a 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 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 (the "Original Loans").

B. Subsequently, the Lender made an additional term loan to the Borrower in the principal amount of \$430,000 (the "\$430,000 Loan"; and, collectively with the Original Loans, the "Existing Loans"), as evidenced by a certain Master Note - Commercial Loans dated October 2, 1995 executed by the Borrower in favor of the Lender in said principal amount (the "\$430,000 Note").

C. As security for the Existing Loans, 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, as amended by that certain First Amendment thereto dated as of October 2, 1995 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1995-29265 (as amended, the "Mortgage").

D. The Borrower has requested that the Lender make an additional term loan to the Borrower in the principal amount of \$740,000 (the "Additional Loan"), to be evidenced by a

certain Master Note - Commercial Loans dated of even date herewith from the Borrower in favor of the Lender in said principal amount (the "Additional Note").

E. The Lender is willing to make the Additional Loan to the Borrower upon the condition that, among other things, the Borrower execute this Amendment to reflect that the Mortgage, as amended hereby, shall secure 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.
2. The General 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, (iii) a term loan in the principal amount of \$430,000 and (iv) a term loan in the principal amount of \$740,000 (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) Master Note - Commercial Loans dated as of June 6, 1997 in the principal amount of Seven Hundred Forty

Thousand Dollars (\$740,000) executed by the Borrower in favor of the Lender.

4. From and after the Effective Date, the Credit Agreement shall be, and it is hereby, amended as follows:

(a) Section 1.2 is hereby amended by adding the following as additional definitions:

(as) \$430,000 Loan is defined in Section 2.1(c).

(at) \$430,000 Note is defined in Section 2.2(c).

(au) \$740,000 Loan is defined in Section 2.1(d).

(av) \$740,000 Note is defined in Section 2.2(d).

(b) Subsection (z) of Section 1.2 is hereby replaced in its entirety with the following:

(z) Loans means, collectively, the \$700,000 Loan, the \$1,200,000 Loan, the \$430,000 Loan and the \$740,000 Loan.

(c) Subsection (ab) of Section 1.2 is hereby replaced in its entirety with the following:

(ab) Notes means, collectively, the \$700,000 Note, the \$1,200,000 Note, the \$430,000 Note and the \$740,000 Note.

(d) Section 2.1 is hereby amended by adding the following as additional subsections thereof:

(c) \$430,000 Loan. The Lender agrees, upon the terms and subject to conditions of this Agreement, to make a term loan to the Borrower in the principal amount of \$430,000 (the "\$430,000 Loan"). The Lender shall make the \$430,000 Loan by crediting the general deposit account of the Borrower with the Lender with the proceeds thereof against delivery to the Lender of the \$430,000 Note referred to in Section 2.2(c).

(d) \$740,000 Loan. The Lender agrees, upon the terms and subject to conditions of this Agreement, to make a term loan to the Borrower in the principal amount of \$740,000 (the "\$740,000 Loan"). The Lender shall make the \$740,000 Loan by crediting the general deposit account of the Borrower with the Lender with the proceeds thereof against delivery to the Lender of the \$740,000 Note referred to in Section 2.2(d).

(e) Section 2.2 is hereby amended by adding the following as additional subsections thereof:

(c) \$430,000 Note. The \$430,000 Loan shall be evidenced by a promissory note (the "\$430,000 Note"), payable to the order of the Lender, duly executed on behalf of the Borrower, dated October 2, 1995, in the principal amount of the \$430,000 Loan, and satisfactory in form and substance to the Lender.

(d) \$740,000 Note. The \$740,000 Loan shall be evidenced by a promissory note (the "\$740,000 Note"), payable to the order of the Lender, duly executed on behalf of the Borrower, dated June 6, 1997, in the principal amount of the \$740,000 Loan, and satisfactory in form and substance to the Lender.

(f) Exhibit A-1 is hereby amended by adding the following items (f) and (g) at the end thereof:

(f) Master Note - Commercial Loans 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.

(g) Master Note - Commercial Loans dated as of June 6, 1997 in the principal amount of Seven Hundred Forty Thousand Dollars (\$740,000) executed by the Borrower in favor of the Lender.

5. From and after the Effective Date, all references in the Loan Documents to "Mortgage" shall refer to the Mortgage as amended by this Amendment. From and after the Effective Date, all references in the Loan Documents to the "Credit Agreement" shall refer to the Security Agreement as amended by this Amendment.

6. All other provisions of the Mortgage, the Credit Agreement and other Loan Documents that are inconsistent with this Amendment are hereby modified so as to be consistent herewith.

7. Except as specifically modified and amended hereby, the Mortgage, the Credit Agreement and other Loan Documents shall remain in full force and effect in accordance with their respective terms.

8. Notwithstanding the execution of this Amendment, all of the indebtedness evidenced by the Notes shall remain in full force and effect, as modified hereby, and all of the Property described in the Mortgage and the Loan Documents (including, but not limited to the Security Documents), as amended hereby, shall remain subject to the liens, security interests and assignments of the Loan Documents as security for the indebtedness evidenced by the Notes, as

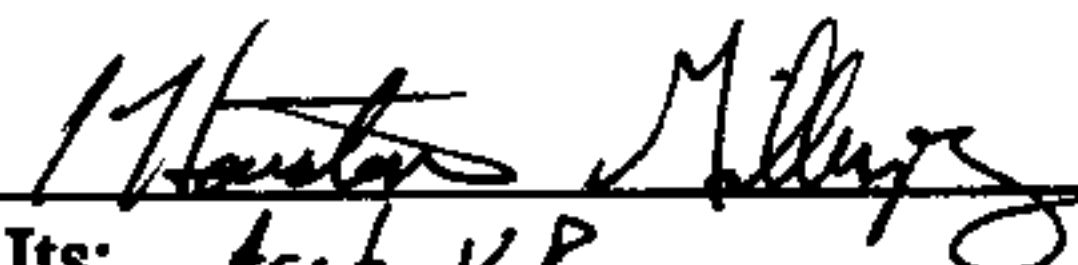
modified hereby, and all other indebtedness described therein; and the Borrower agrees that as to such Property and Collateral nothing contained in this Amendment shall be construed to constitute a novation of the indebtedness evidenced by the Notes or to release, satisfy, discharge, terminate or otherwise affect or impair in any manner whatsoever (a) the validity or enforceability of the indebtedness evidenced by the Notes; (b) the liens, security interests, assignments and conveyances effected by the Loan Documents, or the priority thereof; (c) the liability of any maker, endorser, surety, guarantor or other person that may now or hereafter be liable under or on account of the Notes or the Loan Documents; or (d) any other security or instrument now or hereafter held by the Lender as security for or as evidence of any of the above-described indebtedness.

9. The Borrower hereby represents and warrants to the Lender that (a) all representations and warranties contained in the Loan Documents are true and correct as of the date hereof (except any such representations and warranties that are expressly limited to another date and those heretofore specifically waived, in writing, by the Lender for the specific instances and purposes set forth therein); and (b) no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing (except any such Event of Default that has been expressly and specifically waived, in writing, by the Lender for the specific instances and purposes set forth therein).

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.

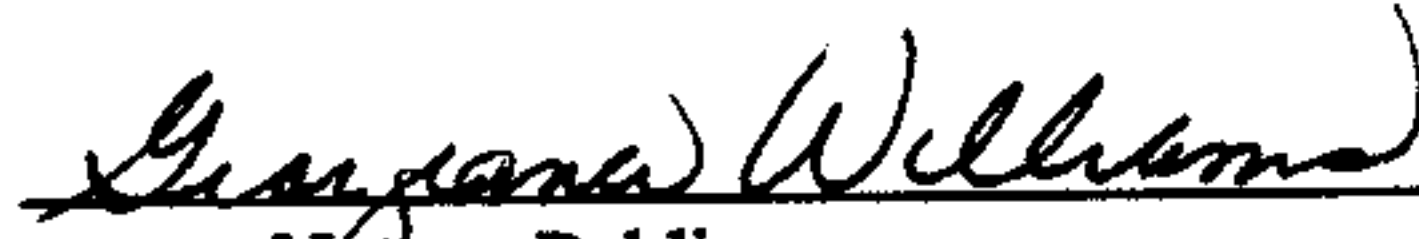
NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

By: 
Its: Asst. V.P.

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 6th day of June, 1997.



Notary Public

[AFFIX SEAL]

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 9 1997

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that C. Houston Gillespy, whose name as Assistant 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 6th day of June, 1997.



Notary Public

[AFFIX SEAL]

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 9 1997

This instrument was prepared by:

Thomas C. Clark III
MAYNARD, COOPER & GALE, P.C.
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2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000

Inst # 1997-17869

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1997-17869