

THIS INSTRUMENT PREPARED BY:

Richard W. Theibert, Attorney
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

STATE OF ALABAMA)

MORTGAGE MODIFICATION AGREEMENT

COUNTY OF JEFFERSON)

This Agreement is by and between Compass Bank ("Bank") and Reamer Development Corporation ("Borrower").

WHEREAS, Borrower is indebted to Bank as evidenced by a Promissory Note dated February 20, 1997; and secured by a Mortgage on real property situated in Shelby County, Alabama, such Mortgage being recorded in Instrument No. 1997-06003 in the office of the Judge of Probate, Shelby County, Alabama ("Mortgage"); and

WHEREAS, Borrower and Bank desire to modify the terms of said Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, Borrower and Bank agree that the terms of the Loan are modified as follows:

The mortgage amount is increased by One Million One Hundred Sixty Thousand Dollars (\$1,160,000.00) to a total of Two Million Two Hundred Sixty Thousand and no/100 Dollars (\$2,260,000.00).

SEE ATTACHED ADDENDUM FOR CROSS-COLLATERALIZATION

Except as modified herein, all of the terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 12th day of October, 1998.

ATTEST

Its _____

COMPASS BANK

By: [Signature]
Its: Vice-President, Travis G. McKay

ATTEST

Its _____

REAMER DEVELOPMENT CORPORATION

By: [Signature]
Its: President, John G. Reamer, Jr.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, 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, an Alabama state banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, 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 12th day of October, 1998.

[Signature]
Notary Public
My commission expires: 6-23-2001

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John G. Reamer, Jr., whose name as President of Reamer Development Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 12th day of October, 1998.

[Signature]
Notary Public
My commission expires: 6-23-2001

10/20/1998-40953
01:25 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 1751.00

10/20/1998-40953

ADDENDUM TO MORTGAGE MODIFICATION AGREEMENT

ANY DEFAULT under the terms of that certain mortgage recorded in Instrument No. 1997-23617 in the Office of the Judge of Probate of Shelby County, Alabama, dated July 25, 1997 in the amount of \$640,000.00 and modification increasing the amount to \$2,250,000.00 dated May 28, 1998 or the obligation secured thereby, shall constitute a default in this Mortgage.

Inst # 1998-40953

**10/20/1998-40953
01:25 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 1751.00**