

AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES,
AND SECURITY AGREEMENT

Inst # 1999-46313

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on September 29, 1998 by Moiz Fouladbakhsh (also known as Moiz Foulad), a married person (hereinafter "Borrower") in favor of **THE BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 1998-38365 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, this property is not the homestead of Borrower nor of Borrower's spouse.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$1,900,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$2,850.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$300,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

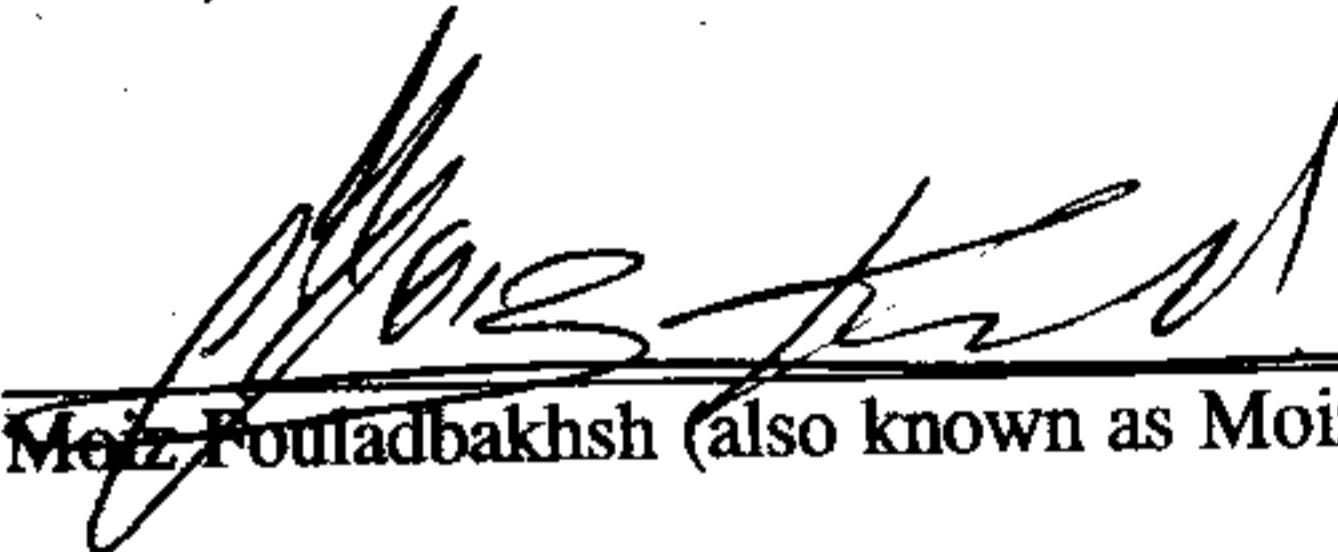
1). Henceforth the Mortgage shall specifically secure not only the \$1,900,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$300,000.00 made in connection herewith to Borrower, and all the interest thereon.

2). The term "Debt" as used in the Mortgage shall be defined to mean not only the Debt evidenced by the \$1,900,000.00 Note executed on September 29, 1998 and all interest thereon, and all extensions and renewals thereof, but also the \$300,000.00 advance or loan being made in connection herewith, all interest

thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 10 day of November, 1999.

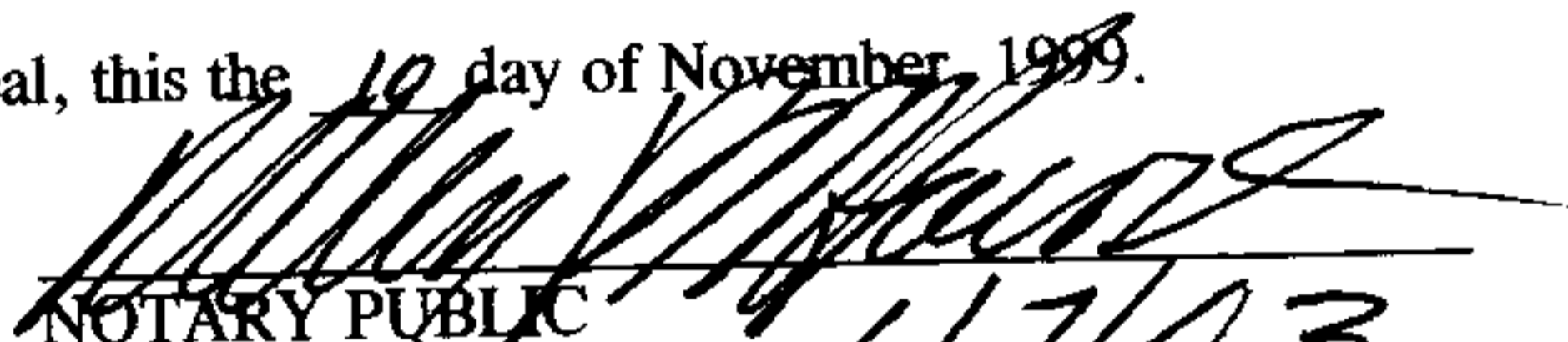


Moiz Fouladbakhsh (also known as Moiz Foulad) L.S.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Moiz Fouladbakhsh (also known as Moiz Foulad), 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10 day of November, 1999.



NOTARY PUBLIC
My Commission Expires: 6/7/03

THIS INSTRUMENT PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT "A"
TO
AMENDMENT TO MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

AFFIDAVIT AND INDEMNITY

Borrower: MOIZ FOULADBAKHS (also known as MOIZ FOULAD)
Lender: THE BANK

Part of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described in two tracts as follows:

TRACT A

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West; thence North along the West line of said 1/4 1/4 Section a distance of 581.81 feet to a point on the Southeasterly right of way line of Valley Dale Road; thence 57 deg. 30 min. to the right and along the Southeasterly right of way line of Valley Dale Road a distance of 393.94 feet to the point of beginning; thence continue along last described course a distance of 196.97 feet to a point; thence 122 deg. 28 min. 30 sec. to the right and Southerly a distance of 260.77 feet to a point; thence 57 deg. 31 min. 04 sec. to the right and Southwesterly a distance of 197.01 feet to a point; thence 122 deg. 28 min. 56 sec. to the right and Northerly a distance of 260.80 feet to a point on the Southeasterly right of way line of Valley Dale Road and the point of beginning; being situated in Shelby County, Alabama.

TRACT B

Commence at the SW corner of the SE 1/4 of Section 30, Township 19 South, Range 2 West, and run in a Northerly direction along the West line of said 1/4 1/4 Section a distance of 320.96 feet to a point; thence 57 deg. 30 min. to the right in a Northeasterly direction a distance of 394.03 feet to the point of beginning; thence continuing along the last described course a distance of 197.01 feet to a point; thence 122 deg. 28 min. 56 sec. to the right in a Southerly direction a distance of 220.00 feet to a point; thence 57 deg. 31 min. 04 sec. to the right in a Southwesterly direction a distance of 197.01 feet to a point; thence 122 deg. 28 min. 56 sec. to the right in a Northerly direction a distance of 220.00 feet to the point of beginning; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

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11/12/1999-46313

09:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 463.50