

This instrument prepared by:
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Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

Inst # 1999-52020

**FIRST AMENDMENT
TO
MORTGAGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into on or as of 12 22 99, 1999 by and between **CHAMPIONS, L.L.C.**, an Alabama limited liability company ("Mortgagor") and **INSCO SERVICES, INC.**, an Alabama corporation ("Mortgagee").

RECITALS:

A. Mortgagor entered into that certain Mortgage and Security Agreement in favor of Mortgagee dated July 28, 1998, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 1998-29859 (the "Mortgage"). The Mortgage encumbers the property described on Exhibit A attached hereto.

B. Mortgagor has requested that the Mortgage be amended in certain respects and Mortgagee has agreed to do so on the condition, among others, that Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is amended as follows:

1. From and after the date hereof, the Mortgage shall secure that certain Promissory Note dated July 31, 1998, in the original principal amount of \$2,150,000, as modified by that certain Note Modification Agreement dated of even date herewith, pursuant to which the principal face amount of the Note was increased by \$950,000 to \$3,100,000 (as so modified, the "Note"), together with all notes given in substitution, replacement, amendment, extension or renewal thereof. Accordingly, the indebtedness secured by the Mortgage is increased from \$2,150,000 to \$3,100,000 and the defined term "Secured Indebtedness" as used in the Mortgage shall also mean and include the Note, as modified by the Note Modification Agreement described above.

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2. Subject to this Amendment, all terms, conditions and provisions of the Mortgage shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by Mortgagor.

IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Mortgagee on or as of the day and year first above written.

MORTGAGOR:

CHAMPIONS, L.L.C.

An Alabama Limited Liability Company

By: H. Michael Graham

H. Michael Graham

Its Member

MORTGAGEE:

INSCO SERVICES, INC.

By: [Signature]

Its: [Signature]

STATE OF ALABAMA

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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that H. M. Graham, whose name as a member of Champions, L.L.C., an Alabama limited liability company, 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 22nd day of December, 1999.

B. A. McAnnally
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/27/01

STATE OF ALABAMA

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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas J. Adams, whose name as President of Insko Services, 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 the 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 22 day of December, 1999.

Elizabeth M. Zinselle
Notary Public

[NOTARIAL SEAL]

My commission expires: 4/16/02

EXHIBIT A

Legal Description

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 31, Township 18, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 31, and run North along said quarter-quarter section line for a distance of 200.00 feet to the point of beginning of the parcel herein described; thence continue North along said quarter-quarter section line for a distance of 915.04 feet to the Southerly right-of-way line of U.S. Highway 280; thence turn 83 degrees, 14 minutes, 30 seconds right and run Easterly along said Southerly right-of-way for a distance of 15.105 feet; thence turn 96 degrees, 45 minutes, 30 seconds right and run Southerly for a distance of 150.00 feet, thence turn 96 degrees, 45 minutes, 30 seconds left and run Easterly for a distance of 106.81 feet; thence turn 96 degrees, 46 minutes, 54 seconds right and run in a Southerly direction for a distance of 778.15 feet; thence turn 89 degrees, 23 minutes, 28 seconds right and run Westerly for a distance of 120.76 feet to the point of beginning.

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