

STATE OF ALABAMA)
SHELBY COUNTY

Loan #3334976

SECOND AMENDMENT TO ACCOMODATION MORTGAGE

THIS SECOND AMENDMENT TO ACCOMMODATION MORTGAGE entered into this 7th day of January, 2000, on behalf of Linda K. Hollis, a married woman ("Mortgagor") and Airport Marine, Inc. ("Borrower") in favor of National Bank of Commerce of Birmingham (the "Lender").

Recitals

A. By Real Estate Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1997-27582 and an Amendment to Accommodation Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1998-36730, the Mortgagor, granted a mortgage to the Lender on real property described as:

Begin at a point on the East right of way line of Shelby County Highway No. 87 at a concrete marker at P.C. Station 23+74.3 Project I-202-2(7), and run Southerly along said right of way to a concrete marker on the Southern margin of a gravel drive; thence run Easterly along North line of property belonging to Michael Ford, to the West right of way line of Interstate Highway No. 65; thence run Northerly along said right of way to the Southeast corner of property belonging to the Alabama Power Company; thence run Westerly along South line of Alabama Power Company property to the point of beginning. Situated in the SW 1/4 of SW 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama.

to secure indebtedness of the Borrower in the original amount of One Hundred Fifty Thousand and no/100 dollars (\$150,000.00) (the "Accommodation Mortgage").

B. The Borrower has requested the Lender extend additional credit and the Lender has agreed to extend additional credit, on the condition, among other things, the Mortgagor execute and deliver this Second Amendment to Mortgage.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

02/08/2000-03981
08:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HHS 82.00

Inst # 2000-03981

AGREEMENT

1. Paragraph 2. of the Accommodation Mortgage is hereby modified to read:

Airport Marine, Inc. is or hereby will be justly indebted to Lender in the amount of Two Hundred Forty Four Thousand Dollars and no/100----- (\$244,000.00) as evidenced by that Master Note of even date herewith.

2. Except as herein modified, the Mortgage shall remain in full force and effect.

Nothing contained in this Amendment shall be deemed to constitute a novation of the Accommodation Mortgage nor impair any other credit documents, nor affect any of the rights, powers or remedies of the Lender thereunder nor constitute a waiver of any provision thereof, except as specifically set forth in the Amendment.

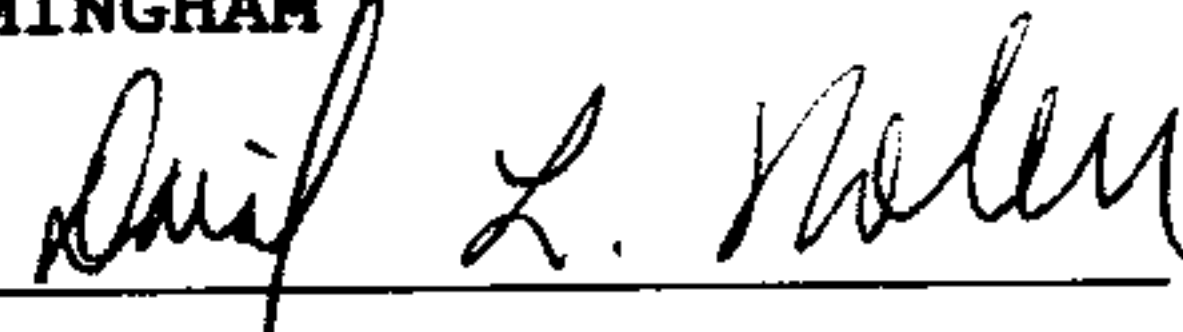
IN WITNESS WHEREOF, each of the undersigned have caused this instrument to be executed on the day and year first above written.

AIRPORT MARINE, INC.

BY: 
ITS: PRESIDENT


Linda K. Hollis

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

BY: 

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, in and for said county in said state, hereby certify that Kenneth Hollis whose name as President of Airport Marine, Inc., an Alabama Corporation, 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 banking association.

Given under my hand and official seal this 7th day of January, 2000.


Notary Public

My commission Expires:

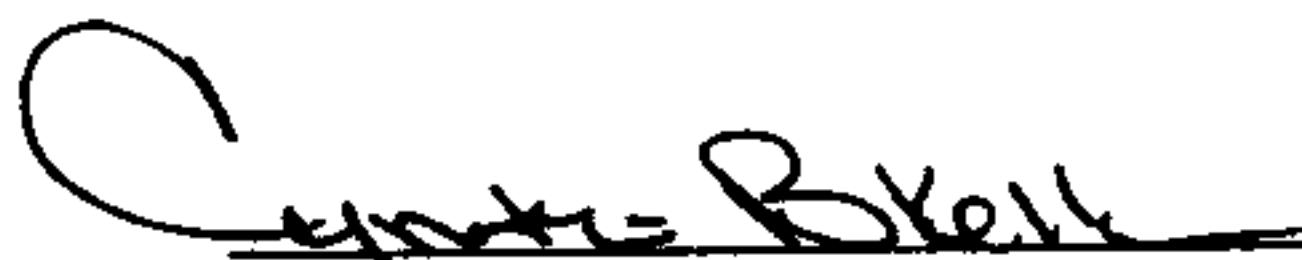
AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Linda K. Hollis, 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, she executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 7th day of January, 2000.

 Notary Public

My Commission Expires:

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Nolen, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 banking association.

Given under my hand and official seal this 7th day of January, 2000.

Cynthia B. Kella
Notary Public

My Commission Expires:

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

**THIS SECOND AMENDMENT TO ACCOMMODATION MORTGAGE SECURES
ADDITIONAL INDEBTEDNESS OF \$44,000.00.**

Inst # 2000-03981

02/08/2000-03981
08:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MMS 82.00