

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, is made and entered into this 19 day of March, 2001, between **LEROUX ENTERTAINMENT CORPORATION OF AMERICA**, a Georgia Corporation (hereinafter referred to as "Borrower") and **BANK OF ALABAMA**, an Alabama Banking Corporation (hereinafter referred to as "Lender").

RECITALS

WHEREAS, Borrower is justly indebted to Lender for borrowed money in the principal sum of Three Million One Hundred Eighty Eight Thousand and No/100 Dollars (\$3,188,000.00) (the "Loan"), as evidenced by one or more promissory notes, payable to Lender in installments with interest thereon (said promissory notes, as the same may hereafter be renewed, extended or modified, being herein collectively called the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated April 19, 1999, recorded at Inst. # 1999-17283 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note in the amount of \$315,000.00, and the Mortgage as referred to above is given to secure said Promissory Note in the amount of \$315,000.00; and

WHEREAS, the Mortgage is a valid and enforceable lien upon the Premises; and

WHEREAS, Borrower and Lender are desirous of amending said Mortgage to secure the Promissory Note in the amount of \$315,000.00.

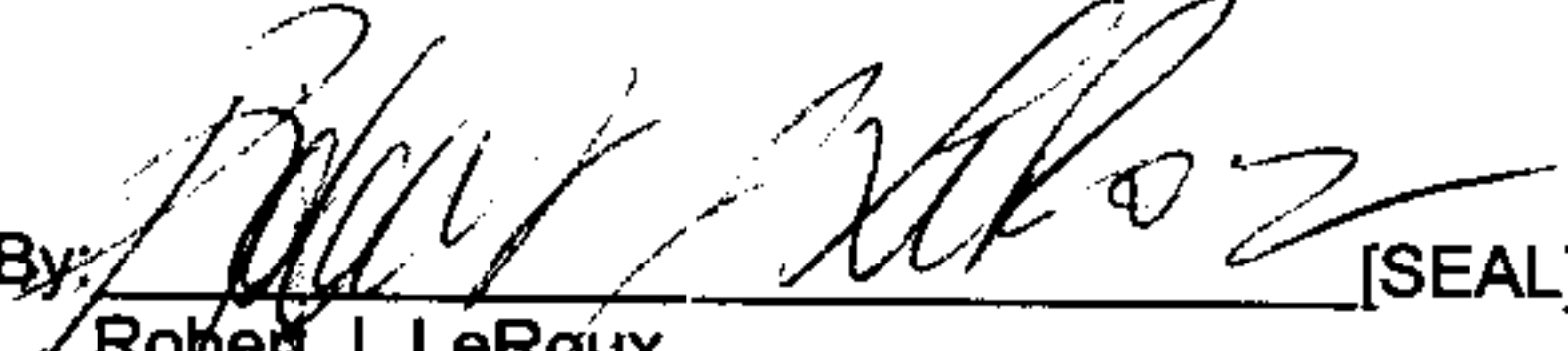
NOW THEREFORE, in consideration of the premises, covenants and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Three Hundred Fifteen Thousand and No/100 Dollars (\$315,000.00). Any reference to indebtedness or Loan shall mean the sum of Three Million Five Hundred Three Thousand and No/100 Dollars (\$3,503,000.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Mortgage, as the same is modified and extended in the Mortgage, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Mortgage as the same is modified.
4. Except as amended and modified, the Mortgage is hereby confirmed.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

BORROWER:

LEROUX ENTERTAINMENT CORPORATION OF AMERICA, a Georgia Corporation

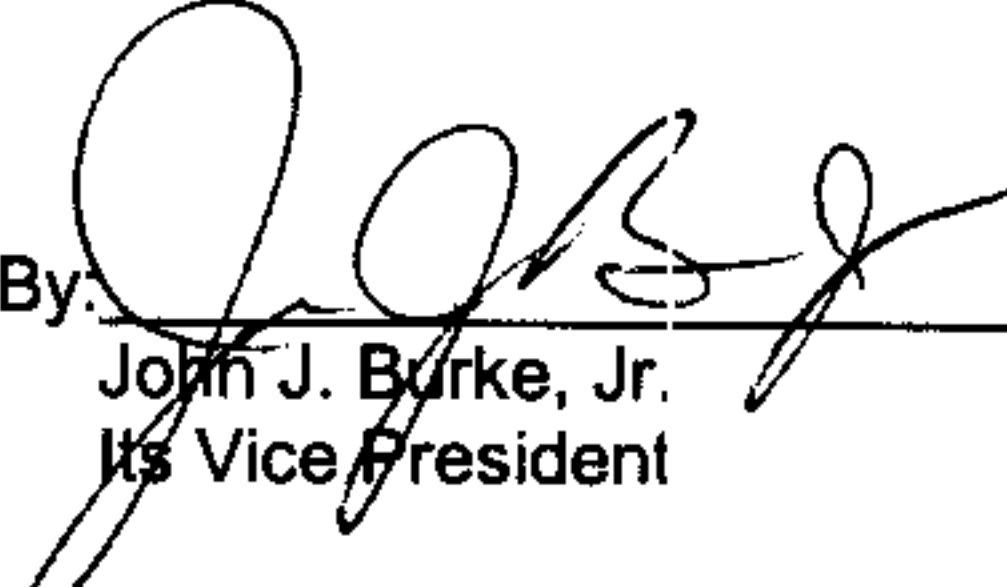
By:  [SEAL]
Robert J. LeRoux
Its President

03/26/2001-10983
11:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 486.50

Inst # 2001-10983

LENDER:



BANK OF ALABAMA, an Alabama Banking Corporation

By:  [SEAL]
John J. Burke, Jr.
Its Vice President

STATE OF GEORGIA)
COUNTY OF DEKALB)
 GWINNETT

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Robert J. LeRoux, whose name as President of **LEROUX ENTERTAINMENT CORPORATION OF AMERICA**, a Georgia 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 for and as the act of said corporation.

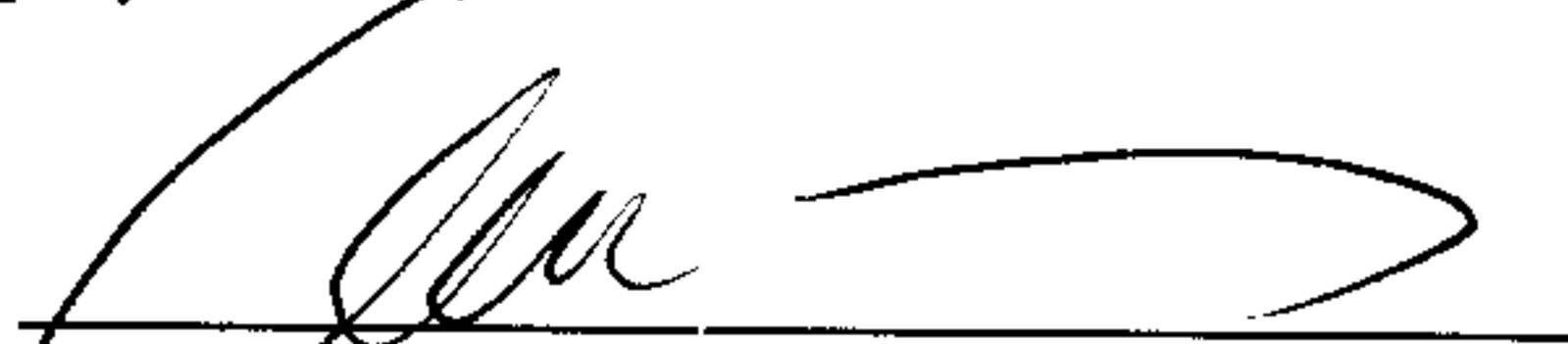
Given under my hand and official seal this 19th day of March, 2001.


Notary Public
My Commission Expires:  Notary Public, Gwinnett County, Georgia
My Commission Expires April 11, 2004
[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that John J. Burke, Jr., whose name as Vice President of **BANK OF ALABAMA**, an Alabama Banking 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 for and as the act of said banking corporation.

Given under my hand and official seal this 20th day of March, 2001.


Notary Public - Claude M. Moncus
My Commission Expires: 12/28/03
Inst. # 2001-10983
[NOTARIAL SEAL]

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11:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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