

Inst # 2001-31080

FIRST AMENDMENT TO REAL PROPERTY MORTGAGE

RECITALS

III. Concurrently herewith, Mortgagor, Agent, Lenders and certain other parties are entering into a certain Amended and Restated Credit Agreement of even date herewith (the "**Amended Credit Agreement**"), pursuant to which certain relevant provisions

SHELBY COUNTY JUDGE OF PROBATE
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of the Original Credit Agreement have been modified and Mortgagor and Agent now desire to amend the Mortgage to reflect the amendments to the Original Credit Agreement.

AGREEMENTS

Lender and Borrower agree as follows:

1. Unless otherwise defined herein all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Mortgage.
2. The "**Credit Agreement**" as such term is defined in the Mortgage, has been amended by the Amended Credit Agreement and the Mortgage is hereby amended so that all references in the Mortgage to the Credit Agreement shall mean the Amended Credit Agreement as such term is defined in this Amendment.
3. The maximum principal balance of the Loan has been increased from \$20,000,000 to \$40,000,000, and the Mortgage is hereby amended to the extent necessary to reflect that the maximum principal amount of the Loans which may be outstanding at any time is now \$40,000,000, consisting of revolving loans, which may be in the principal amount of up to \$40,000,000 outstanding at any one time. Accordingly, all references in the Mortgage to the "Loans" shall mean and refer to the loans made pursuant to the Amended Credit Agreement. Notwithstanding the foregoing, the Maximum Principal Amount of the indebtedness secured by the Mortgage shall remain the same. The principal amount secured by the Mortgage shall be deemed to be the first principal amount to be advanced and the last principal amount to be repaid and the principal amount secured by the Mortgage shall not be reduced unless and until the aggregate outstanding principal balance secured by the Mortgage is equal to or less than \$2,000,000.
4. All references in the Mortgage to the "Co-borrowers" shall include the certain other co-borrowers who are parties to the Amended Credit Agreement.
5. All references in the Mortgage to the "Lenders" shall include the Lenders as defined by the Amended Credit Agreement.
6. Mortgagor hereby remakes and reaffirms each covenant, agreement, certification, representation and warranty contained in the Mortgage and warrants that the Mortgage is enforceable against Mortgagor in accordance with its terms.
7. The Mortgage shall remain in full force and effect in accordance with its terms as amended by this Amendment. Mortgagor hereby reaffirms and ratifies as of the date hereof, all of its agreements, obligations and undertakings under the Mortgage.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written.

ANTARES CAPITAL CORPORATION,
as Agent

INTERNATIONAL EXPEDITIONS, INC.,
a Delaware corporation

By 
Its _____
MANAGING DIRECTOR

By _____
Its _____

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:


Michael B. Manuel, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written.

ANTARES CAPITAL CORPORATION,
as Agent

INTERNATIONAL EXPEDITIONS, INC.,
a Delaware corporation

By _____
Its _____

By  _____
Its Assistant Treasurer

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Michael B. Manuel, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000

ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF COOK)

I, the undersigned authority, a Notary Public in and for said County in said State, HEREBY CERTIFY THAT John G. Martin, whose name as Managing Director of ANTARES CAPITAL 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 said 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 27 day of June, 2001.



Therese A. Marus
Notary Public

AFFIX SEAL

My Commission Expires: 12/3/2003

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, the undersigned authority, a Notary Public in and for said County in said State, HEREBY CERTIFY THAT Thomas Cavanagh, who is named as ~~Assistant Treasurer~~ of INTERNATIONAL EXPEDITIONS, INC., a Delaware 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 said 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 28th day of June, 2001.

Eliane Dos Santos
Notary Public

AFFIX SEAL

My Commission Expires: 1-11-2003

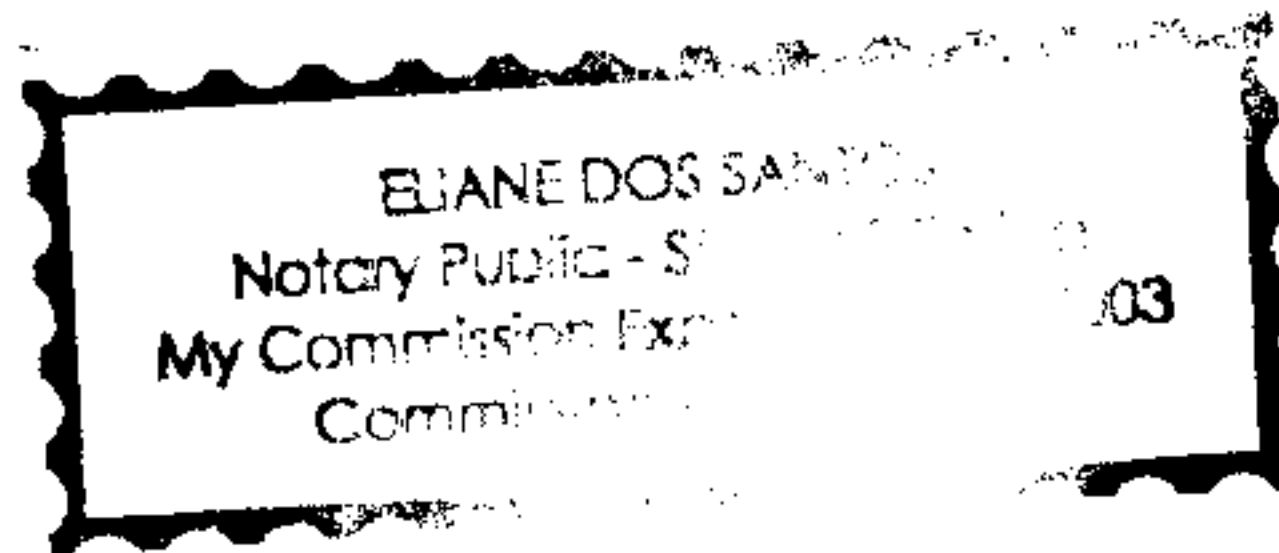


EXHIBIT A

Legal Description

PARCEL I:

Lot I, according to the Survey of Environ's Park Subdivision, as recorded in Map Book 14, Page 6, in the Probate Office of Shelby County, Alabama.

Together with that certain easement for ingress and egress as recorded in Real 58, Page 326 in the Probate Office of Shelby County, Alabama.

PARCEL II:

A parcel situated in the Northwest Quarter of the Northwest Quarter of Section 30, Township 20 South, Range 3 West, being more particularly described as follows:

Begin at the Northwest corner of said Section 30, thence run East along the North line of said quarter-quarter section for a distance of 100.00 feet to a point; thence run South and parallel to the West line of said quarter-quarter section for a distance of 390.00 feet to a point; thence run East and parallel to the North line of said quarter-quarter section for a distance of 150.00 feet to a point; thence run South and parallel to the West line of said quarter-quarter section for a distance of 410.00 feet to a point; thence run West and parallel to the North line of said quarter-quarter section for a distance of 250.00 feet to a point on the West line of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 800.00 feet to the point of beginning. Situated in Shelby County, Alabama.

International Expeditions, Inc. is the owner of the above-described real estate.

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**07/26/2001-31080
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MSB 30.00**