

This instrument prepared by:
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STATE OF ALABAMA)
SHELBY COUNTY)

**FIRST AMENDMENT
TO
MORTGAGE AND SECURITY AGREEMENTS
AND ASSIGNMENTS OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENTS AND ASSIGNMENTS OF LEASES AND RENTS (this "Amendment") is entered into on or as of April 14, 2004, by and between **AIR ENGINEERS, L.L.C.**, an Alabama limited liability company, and **BISSELL REALTY, INCORPORATED**, an Alabama corporation (collectively, the "Mortgagors"), and **FIRST COMMERCIAL BANK** (the "Mortgagee").

RECITALS:

A. Mortgagors, whether collectively or separately, entered into the following mortgage and security agreements in favor of Mortgagee:

1. That certain Real Estate Mortgage and Security Agreement dated December 30, 1999 and recorded at Instrument #1999-52667 (the "1999 Mortgage") in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") securing an interest only promissory note in the principal amount of \$674,120.00 (the "Interest Only Note"); and

2. Those certain Mortgage and Security Agreements in favor of Mortgagee dated May 30, 2000, which are recorded in the Probate Office as Instruments #2000-17891 and #2000-17889, respectively (collectively, the "2000 Mortgages") securing, *inter alia*, a certain Term Note dated as of May 30, 2000, in the original principal amount of \$3,000,000.00 executed by Mortgagors, jointly and severally, in favor of Mortgagee (the "2000 Term Note"), which currently has an outstanding balance of \$1,857,880.00.

(The 1999 Mortgage and the 2000 Mortgages are hereinafter collectively referred to as the "Mortgages.")

B. As additional security, Mortgagors entered into those certain Assignments of Leases and Rents in favor of Mortgagee dated May 30, 2000, which are recorded in the Probate

Office as Instruments #2000-17892 and #2000-17890, respectively (collectively, the "Assignments").

C. Mortgagors have requested that the outstanding principal balance of the Interest Only Note and the 2000 Term Note be consolidated and new term funds be advanced, all as evidenced by a new promissory note in the original principal amount of \$4,032,000.00 (the "New Term Note") and that the Mortgages and Assignments would secure this New Term Note, and Mortgagee has agreed to do so on the condition, among others, that Mortgagors 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 Mortgages and Assignments are amended as follows:

1. From and after the date hereof, the Mortgages and Assignments shall secure the New Term Note in the principal amount of \$4,032,000.00, together with all notes and instruments given in substitution, replacement, amendment, extension or renewal thereof. The Mortgages and Assignments shall hereafter be deemed to secure the indebtedness evidenced by the New Term Note, and the term "Note" as defined in the Mortgages and Assignments shall hereafter mean the New Term Note as described hereinabove. Accordingly, the stated principal indebtedness secured by the Mortgages and Assignments is hereby increased by \$1,500,000.00 to \$4,032,000.00.

2. The Mortgages and Assignments shall also continue to secure any and all other obligations and indebtedness which the Mortgages and Assignments provide that they secure.

3. The first full paragraph on page 4 of each of the 2000 Mortgages, which commences with the phrase "Notwithstanding the foregoing" and ends with the phrase "paid and performed in full," is hereby deleted in its entirety.

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

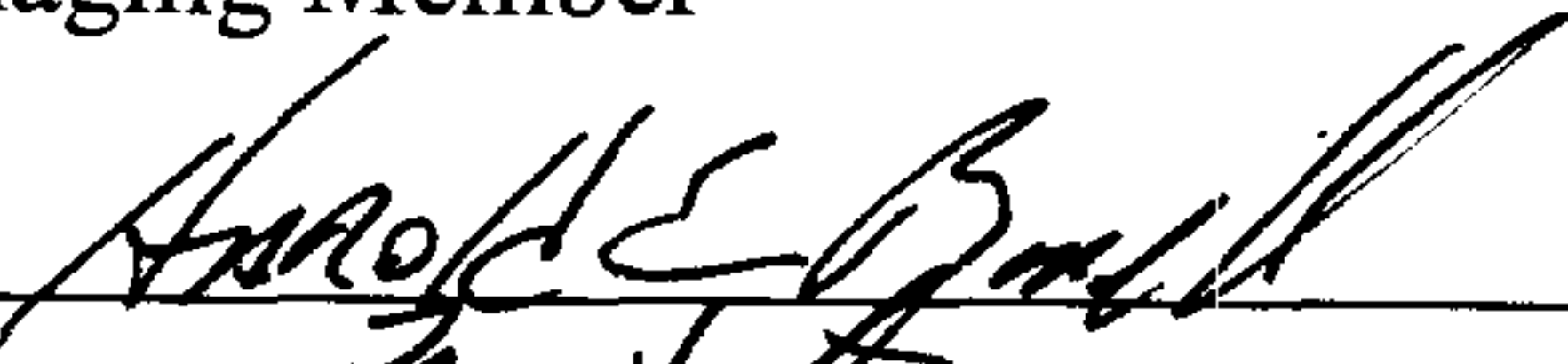
[signature of following page]

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


MORTGAGORS:

AIR ENGINEERS, L.L.C.

By: HEBCO, Inc.
Its: Managing Member

By: 
Its: President

BISSELL REALTY, INCORPORATED

By: 
Its: President

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 Harold E. Bissell, whose name as President of HEBCO, Inc., an Alabama corporation, Managing Member of Air Engineers, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Managing Member as aforesaid.

Given under my hand and official seal this 14th day of April, 2004.

Sandra Kay Norris

Notary Public

[NOTARIAL SEAL]

My commission expires: Oct. 21, 2006

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 Harold E. Bissell, whose name as President of Bissell Realty, Incorporated, 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 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 14th day of April, 2004.

Sandra Kay Norris

Notary Public

[NOTARIAL SEAL]

My commission expires: Oct. 21, 2006

MORTGAGEE:

FIRST COMMERCIAL BANK

By: Merrill E. Johnston, Jr.
Its: Vice President

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 Merrill E. Johnston, Jr., whose name as Vice President of First Commercial Bank, 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 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 14th day of April,
2004.

Sandra Kay Morris
Notary Public

[NOTARIAL SEAL]

My commission expires: Oct. 21, 2006