

NOW, THEREFORE, in consideration of the premises herein contained and of other good and valuable considerations, the receipt and legal sufficiency of which are acknowledged, Mortgagor and Creditor hereby agree as follows:

1. The Mortgage hereby is amended by inserting in the 14th line of the next to last paragraph on page 1 of the Mortgage after the phrase "delivered by the Mortgagor;" new subsections (2)(a) and (2)(b) which are as follows:

"(2)(a) that certain Amendment to the Term Note dated April 2, 1984, which, among other things, extends the maturity date of the Term Note to April 1, 1991;

(2)(b) that certain Promissory Note (the "Line of Credit Note") dated April 2, 1984, in the principal amount of One Million and No/100 Dollars (\$1,000,000.00) executed by Mortgagor and payable to the order of First American National Bank of Chattanooga, a national banking association having its principal offices in Chattanooga, Tennessee ("Creditor").

2. The Mortgage hereby is amended to insert the following paragraph as the first full paragraph on page 2 of the Mortgage:

"From and after the date on which this Mortgage is assigned to Creditor, the term "Loan Agreement" as used in this Mortgage shall mean and refer to the Loan Agreement as amended by that certain First Amendment to Loan Agreement between the Mortgagor and Creditor, dated April 2, 1984. Further, the word "Bank" or "Mortgagee" as used in this Mortgage shall mean the Creditor so that the term "Indebtedness" as defined in the Mortgage shall include, without limitation, the items specifically set forth in the Mortgage and all other obligations or indebtedness now owed or which in the future may be owed by the Mortgagor to the Creditor. The term "Indebtedness" also includes without limitation, the "Obligations" as such term is defined in that certain Revolving Credit Loan Agreement between Mortgagor and Creditor dated April 2, 1984, the terms of which are incorporated herein by reference and made a part hereof, and all modifications thereof. The final maturity date of the Indebtedness is April 1, 1991."

3. This Amendment shall not constitute a novation of the indebtedness evidenced and secured by the Mortgage, and except as specifically set forth herein, all terms and conditions of the Mortgage remain unmodified and in full force and effect.

Documentary Stamps on \$1,120,000.00