

MEL BURNS AND ASSOCIATES, P.C.

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 1500 BANK FOR SAVINGS BUILDING
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JAMES MELVIN BURNS
 W. GREGORY BIGOLE

November 3, 1995

Mr. John Morrow
 Burr & Forman
 420 N. 20th Street
 Suite 3000
 Birmingham, AL 35203

Re: Property at 1614 3rd Avenue North

Dear John:

My client, Earl Hilliard, and I have discussed your letter dated October 25, 1995 and the related letter sent to the tenants at 1614 3rd Avenue North. Since the meeting in your office, my client has talked to several realtors in reference to the sale of the American Trust Building, and to several potential purchasers of the American Trust Life Insurance Company which owns the building and is negotiating for the sale of the building and/or company. A sale of the building or the Insurance Company would solve the problem.

The realtors advised my client to get as many tenants for as long as possible and as soon as possible. In the past three months, the following tenants have been secured:

<u>Names</u>	<u>Monthly Payments</u>	<u>Lease Term</u>	<u>Address</u>
Williamson Photo	\$ 350.00	2 years	1612 A 3rd Ave. N.
A & S Diversified	400.00	monthly	1614 A 3rd Ave. N.
Lifting Christ Worship Center	225.00	monthly	1614 B 3rd Ave. N.

The only current paying tenant is American Bail and Bonding Company which pays \$450.00 monthly. There are not any other commercial tenants in the building. My client let several non profit tenants use space. They are marginal services organizations with little or no assets and survive off of volunteers aid and assistance.

The service of Johnson & Associates, a Real Estate Management Company, has been obtained and he has been instructed that SouthTrust Bank is to be paid \$1500.00 monthly starting December 1, 1995, his first month of managing the premises. Because the tenants are sharing common space, it is necessary to have a Management Company that will take a personal interest in the situation.


My client purposes that you suspend your collection and foreclosure action for a period of ninety days subject to the payment of November, December, 1995, January and February 1996 being made by the tenth of each month to the bank. In February 1996, if the building has not been sold then a Status Conference will be held to determine a course of action.

My client understands that the Bank will not waive any of its rights by agreeing to the proposal but will only suspend its collection action temporarily to allow for the possible sale of the building.

Your consideration of the proposal will be very much appreciated. I realize that the Bank has been very generous. I think that this proposal will better serve the interest of the Bank.

Please let me hear from you at your earliest convenience.

Sincerely,



Mel Burns

K/kc