

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT, made and entered into the 9th day of December, 1998, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **J&N 280, LLC**, an Alabama Limited Liability Company (hereinafter, collectively referred to as "Borrower").

RECITALS:

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$625,000.00 dated August 6, 1998, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated August 6, 1998, recorded at Inst. # 1998-30244 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage") and further evidenced and secured by a certain Assignment of Rents and Leases dated August 6, 1998, recorded at Inst. # 1998-30245 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Assignment of Rents").

The parties are desirous of amending said Assignment of Rents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Assignment of Rents is hereby amended to increase the indebtedness due Lender in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00). Any reference to indebtedness or Loan shall mean the sum of One Million Two Hundred Seventy Five Thousand and No/100 Dollars (\$1,275,000.00).
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. Except as herein amended, the Assignment of Rents shall remain in full force and effect, and the Assignment of Rents, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Assignment of Rents.

Inst # 1998-49316

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IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

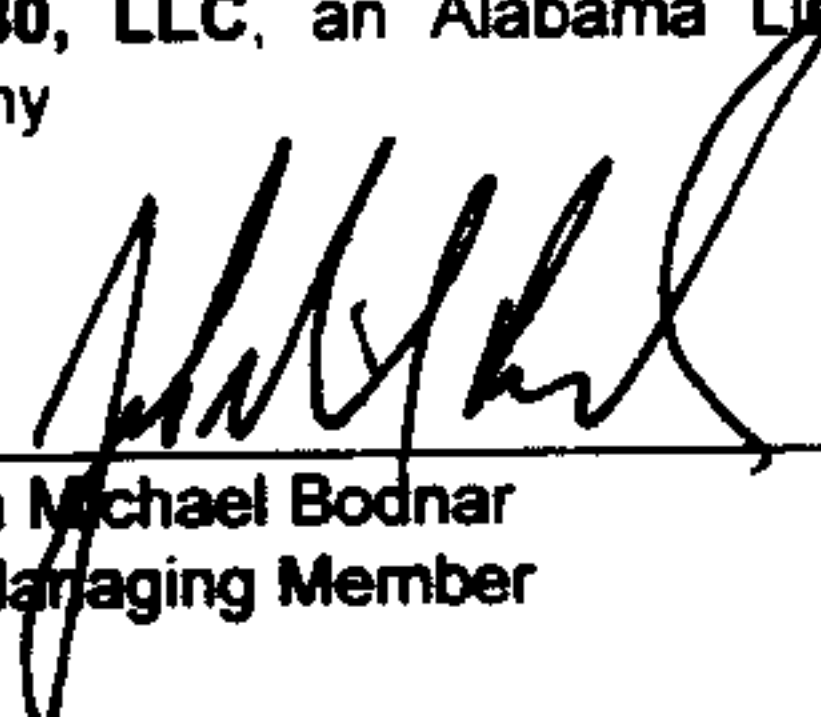
LENDER:

FIRST COMMERCIAL BANK, a State Bank

By:  [SEAL]
Thomas K. Genetti
Its First Vice President

BORROWER:


J&N 280, LLC, an Alabama Limited Liability Company

By:  [SEAL]
John Michael Bodnar
Its Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Thomas K. Genetti, whose name as First Vice President of FIRST COMMERCIAL BANK, a State Bank, 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 9th day of December, 1998.


NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that John Michael Bodnar, whose name as Managing Member of J&N 280, LLC, 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 managing member and with full authority, executed the same voluntarily as the act of said limited liability company.

Given under my hand and seal this 9th day of December, 1998.



NOTARY PUBLIC - Claude M. Moncus
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

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