

This instrument prepared by
and to be returned to:
Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

This instrument is to be cross-
indexed with the Bridge Assignment
of Rents and Leases recorded at
Instrument #1998-14819

STATE OF ALABAMA)
COUNTY OF SHELBY)

FIRST AMENDMENT TO BRIDGE ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO BRIDGE ASSIGNMENT OF RENTS AND LEASES is made and entered into effective as of the 15th day of December, 1998, by **WAINWRIGHT, INC.**, an Alabama corporation (the "Borrower"), and **SOUTHTRUST BANK, NATIONAL ASSOCIATION**, a national banking association (the Lender")

WHEREAS, as of the 22nd day of April, 1998, Borrower executed and delivered to the Lender a Bridge Assignment of Rents and Leases ("Assignment"), which Assignment was recorded in the office of the Judge of Probate of Shelby County, Alabama, in Instrument #1998-14819 (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Assignment); and

WHEREAS, Borrower has requested that Lender loan additional funds to Borrower and, concurrently herewith, Borrower and Lender are amending certain of the Loan Documents, including, without limitation, the Loan Agreement and the Note, in order to provide for an increase in the amount of the Loan secured by, among other things, the Assignment, from \$280,000.00 to \$292,770.00; and

WHEREAS, Borrower and Lender desire to amend the Assignment in order to increase the amount of principal indebtedness secured thereby from \$280,000.00 to \$292,770.00.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lender agree that the Assignment is hereby amended as follows:

1. The words "Two Hundred Eighty Thousand and No/100 Dollars" and the number "\$280,000.00" are deleted in all places where such words or numbers are used in the Assignment, and, in their

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respective places, the words "Two Hundred Ninety-Two Thousand Seven Hundred Seventy and No/100 Dollars" and the number "\$292,770.00" are hereby inserted in lieu thereof.

2. Except as hereinabove expressly amended, the terms and conditions of the Assignment of Rents and Leases are hereby ratified and affirmed.

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer and Lender has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BORROWER:

WAINWRIGHT, INC.

By: [Signature]
Its President

LENDER:

SOUTHTRUST BANK, NATIONAL ASSOCIATION

By: [Signature]
Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Wainwright, Jr., whose name as President of Wainwright, Inc., 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 15th day of December, 1998.

(SEAL)

[Signature]
Notary Public
My Commission Expires MY COMMISSION EXPIRES
MAY 14, 2001.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stacey Cocoris, whose name as Vice President of SouthTrust Bank, National Association, a national banking association, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 15 day of December, 1998.

(SEAL)

Kristi L. Bryant
Notary Public
My Commission Expires: My Commission Expires June 28, 2000.

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