FILED WITH: Judge of Probate-Shelby County, Alabama

State of Alabama)

Shelby County) 1306

This Instrument Was Prepared By and for:
SouthTrust Bank of Alabama, N.A.
Pelham Office
3145 Highway 31 South
Pelham, Alabama 35124

WAIVER OF MORTGAGEE'S LIEN

WHEREAS, John D. Burleson, D/B/A John's Wholesale Jewelry and Pawn (hereinafter called "Mortgagor") and First Alabama Bank (hereinafter called "Mortgagee") have heretofore entered into a mortgage dated March 11, 1987 and covering the real property known as located at 3186 Highway 31 South, Pelham, Alabama 35124 (hereinafter, together with all extensions, renewals and modifications thereof, called "Mortgage"); and

WHEREAS, Mortgagor has assumed and agreed to make all payments provided by the Mortgage from and after the date thereof, and to perform and abide by all the covenants and conditions of the Mortgage; and

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WHEREAS, Mortgagor is desirous of negotiating a loan from SouthTrust Bank of Alabama, National Association (hereinafter called the "Bank") and

WHEREAS, pursuant to a security agreement dated May 4, 1989, Mortgagor has given the Bank a security interest in the following personal property of the Mortgagor:

Daktronics, Inc. Animated Display Sign, Serial #176 and all accessories and additions

located in or upon the above described real property, (hereinafter called the "Property");

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Bank to make said loan and any renewals, modifications or extensions of said loan or any part thereof and any future loans, the Mortgagee hereby agrees:

1. That the Property owned by Mortgagor regardless of the manner and extent of attachment to said real property, shall be conclusively deemed and treated as personal property of the Mortgagor.

2. That any lien, claim for rent or other interest of the Mortgagee as respects the Property owned by the Mortgagor shall be second, junior and subordinate in all respects to security interest or liens now or hereafter granted by the Mortgagor to the Bank to secure indebtedness now or hereafter owing by the Mortgagor to the Bank.

3. That any provision of law granting Mortgagee a lien upon or any right of distraint upon the Property, owned by the Mortgagor, is hereby specifically waived in favor of all liens and security interests now or hereafter granted to the Bank.

4. Upon default by the Mortgagor in its indebtedness to the Bank, the Bank shall, at its option, be entitled to remove any such Property and, at its option, to exercise its remedies as a secured party under the Uniform Commercial Code and/or under the terms and conditions of the above described security agreement or any other instrument now or hereafter executed by the Mortgagor in favor of the Bank.

5. That the Bank may enter and occupy the above described real property for the purpose of inspecting, taking possession or maintaining possession of the Property and preparing for and conducting a sale of the same, whether private or public, and Mortgagee hereby irrevocably consents to refrain from taking any action to bar, restrain or otherwise prevent the Bank from entering upon or occupying said real property for the aforesaid purposes.

6. That this waiver shall be made known to any transferee of the above described real property and any person who may have any interest or right in the above described real property or the Property.

7. That the Bank shall be promptly notified of any default or termination of the Mortgage for any reason.

This waiver shall be binding upon the heirs, administrators, executors, successors and assigns of the Lessor, and shall inure to the benefit of the successors and assigns of the Bank.

IN WITNESS WHEREOF, First Alabama Bank (Mortgagee) has hereby caused this instrument to be executed on this 4th day of May, 1989.

FIRST ALABAMA BANK:

BY: ______________________

Rec. 5.00
Ind. 2.00
7.00

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that Anthony F. Holmes an officer of First Alabama Bank (Mortgagee), whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4th day of May, 1989.

Hope A. Lewis
NOTARY PUBLIC
Notary Public, Alabama, State at Large
My Commission Expires June 27, 1992