

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 979-5858

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT, made and entered into the 29th day of September, 1999, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **BW & MMC, L.L.C.**, 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 One Hundred Fifty Five Thousand and No/100 Dollars (\$155,000.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$155,000.00 dated January 8, 1999, 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 January 8, 1999, recorded at Inst. # 1999-01843 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 January 8, 1999, recorded at Inst. # 1999-01844 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 Seventeen Thousand and No/100 Dollars (\$17,000.00). Any reference to indebtedness or Loan shall mean the sum of One Hundred Seventy Two Thousand and No/100 Dollars (\$172,000.00).
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 # 1999-40870

09/30/1999-40870

03:50 PM CERTIFIED


SHELBY COUNTY JUDGE OF PROBATE

004 CJ1 17.00

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]
A. Todd Beard
Its First Vice President

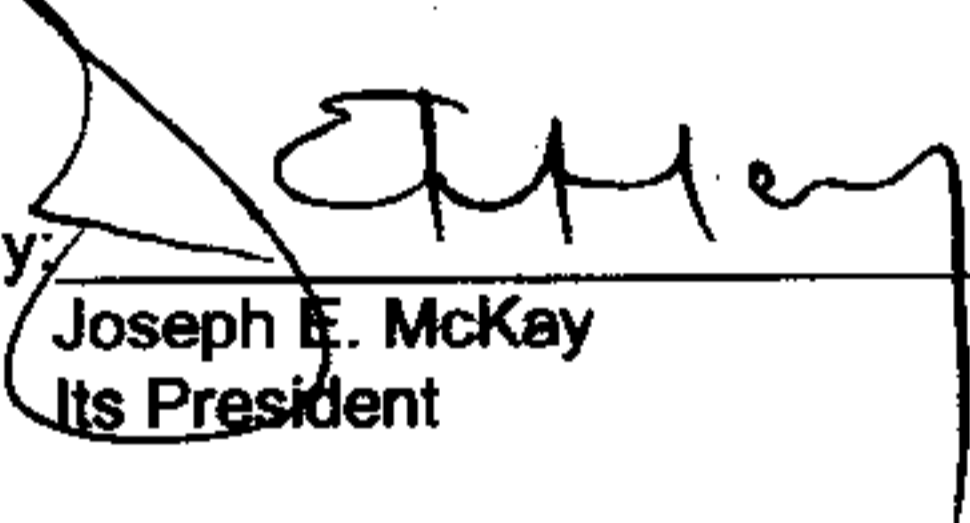
BORROWER:

BW & MMC, L.L.C., an Alabama Limited Liability Company

By: Lake Forest, L.L.C., an Alabama Limited Liability Company, Its Member

By:  [SEAL]
Thomas H. Brigham, Jr.
Its Managing Member

By: McKay Management Corporation, an Alabama Corporation, Its Member

By:  [SEAL]
Joseph E. McKay
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that A. Todd Beard, 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 29th day of September, 1999.


NOTARY PUBLIC

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 Thomas H. Brigham, Jr., as Managing Member of Lake Forest, L.L.C., an Alabama Limited Liability Company, which is one of the Members of **BW & MMC, L.L.C.**, 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 authorized member and with full authority, executed the same voluntarily as the act of said limited liability company in its capacity as Member of said limited liability company.

Given under my hand and seal this 29th day of September, 1999.


NOTARY PUBLIC

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 Joseph E. McKay, as President of McKay Management Corporation, an Alabama Corporation, which is one of the Members of BW & MMC, L.L.C., 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 authorized officer and with full authority, executed the same voluntarily as the act of said corporation in its capacity as Member of said limited liability company.

Given under my hand and seal this 29th day of September, 1999.


NOTARY PUBLIC

My Commission Expires: 12/28/99

[NOTARIAL SEAL]

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