

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 17th day of December, 1999, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **SIMIAN LAND, L.L.C.**, an Alabama Limited Liability Company (hereinafter, collectively referred to as "Borrower").

RECITALS:

WHEREAS, Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Six Hundred Thirty Thousand and No/100 Dollars (\$630,000.00) (the "Loan") as evidenced by certain Promissory Notes in the amount of \$630,000.00 dated August 19, 1999, payable to Lender in installments with interest thereon (hereinafter referred to as the "Notes"). The Notes are further evidenced and secured by a certain Mortgage and Security Agreement dated August 19, 1999, recorded at Inst. # 1999-35470 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 19, 1999, recorded at Inst. # 1999-35471 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Assignment of Rents"); and

WHEREAS, Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note in the amount of \$176,500.00, and the Mortgage as referred to above is given to secure said Promissory Note in the amount of \$176,500.00 in addition to the Promissory Notes in the amount of \$630,000.00.

Borrower and Lender wish to include within the definition of Premises the land and improvements located in Shelby County, Alabama, and more particularly described on Exhibit "A-1" attached hereto and made a part hereof.

The parties are desirous of amending said Assignment of Rents to secure the additional Promissory Note and to include the additional Premises.

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 One Hundred Seventy Six Thousand Five Hundred and No/100 Dollars (\$176,500.00). Any reference to indebtedness or Loan shall mean the sum of Eight Hundred Six Thousand Five Hundred and No/100 Dollars (\$806,500.00).

2. Premises shall include all the land and improvements described on the attached Exhibits "A" and "A-1" and made a part hereof.

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3. 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.

4. 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.

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]
Paul M. Schabacker
Its Vice President

BORROWER:

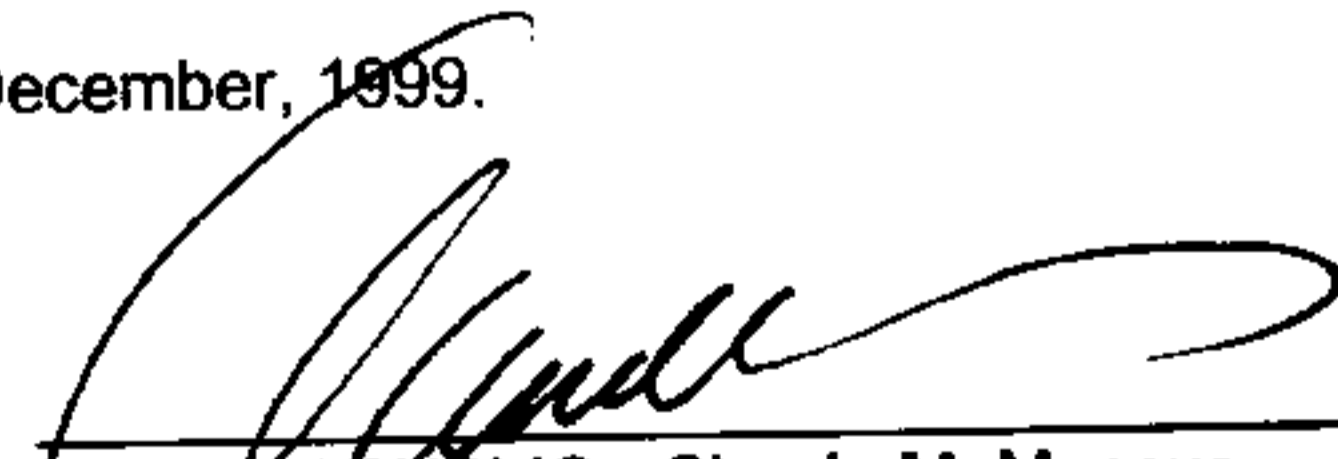
SIMIAN LAND, L.L.C., an Alabama Limited Liability Company

By:  [SEAL]
Walter Wilson
Its Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Paul M. Schabacker, whose name as 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 17th day of December, 1999.


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 Walter Wilson, whose name as Managing Member of **SIMIAN LAND, 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 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 17th day of December, 1999.



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

[NOTARIAL SEAL]

EXHIBIT "A"

Lots 1001, 1004, 1005, 1008, 1010 and 1014, according to the Survey of The Arbores of Forest Parks, as recorded in Map Book 25, Page 146, in the Probate Office of Shelby County, Alabama.

EXHIBIT "A-1"

Lots 1006, 1007, 1016, 1017 and 1019, according to the Survey of The Arbores of Forest Parks, as recorded in Map Book 25, Page 146, in the Probate Office of Shelby County, Alabama.

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