

This instrument prepared by:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue
P. O. Box 55727
Birmingham, Alabama 35255-5727

This instrument to be cross-
indexed with the Assignment of
Leases and Rents recorded in
Inst. #20020429000202110

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

STATE OF ALABAMA)
SHELBY COUNTY)

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS ("First Amendment") is made and entered into effective as of the 4th day of October, 2002, by **COLLUM PROPERTIES, LLC**, an Alabama limited liability company (hereinafter "Assignor"), and **COLONIAL BANK**, an Alabama banking corporation (hereinafter "Assignee").

WHEREAS, Assignor executed a certain Assignment of Leases and Rents dated on or about the 25th day of April, 2002 (the "Assignment"), and the Assignment was recorded in Inst. #20020429000202110 in the Office of the Judge of Probate of Shelby County, Alabama (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Assignment); and

WHEREAS, Assignor has requested that Assignee loan additional funds to Assignor and, concurrently herewith, Assignor and Assignee are amending and restating the Note and also amending certain of the Loan Documents in order to provide for, secure or otherwise evidence an increase in the amount of the indebtedness (the "Indebtedness") secured by, among other things, the Assignment, so that the principal amount of such Indebtedness shall be increased from \$816,244.49 to \$1,465,000.00; and

WHEREAS, Assignor and Assignee desire to amend the Assignment in order to increase the amount of principal indebtedness secured by the Assignment from \$816,244.49 to \$1,465,000.00.

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

1. Any and all references in the Assignment to the amount of the principal indebtedness evidenced by the Note and secured by the Assignment shall be deemed to mean the indebtedness owing by the Assignor to the Assignee in the principal sum of One Million Four Hundred Sixty-Five Thousand and No/100 Dollars (\$1,465,000.00) (instead of \$816,244.49) and, in furtherance of the foregoing, the words "Eight Hundred Sixteen Thousand Two Hundred Forty-Four and 49/100 Dollars" and the number "\$816,244.49" are deleted in all places where such words or numbers are used in the Assignment, and, in their respective places, the words "One Million Four Hundred Sixty-Five Thousand and No/100 Dollars" and the number "\$1,465,000.00" are hereby substituted in lieu thereof.

2. Any and all references in the Assignment to the term "Note" shall be deemed to mean that certain Amended and Restated Promissory Note in the principal amount of One Million Four Hundred Sixty-Five Thousand and No/100 Dollars (\$1,465,000.00), dated as of October 4, 2002, made by Assignor, payable to the order of Assignee, and presently held by Assignee, together with any and all extensions, revisions, modifications, amendments, substitutions, or renewals thereof at any time made, and any supplemental note or notes increasing the indebtedness evidenced thereby.

3. Except as hereinabove expressly amended, the terms of the Assignment are hereby ratified and affirmed.

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

ASSIGNOR:

COLLUM PROPERTIES, LLC

By: Charles L. Collum
Its: Member

ASSIGNEE:

COLONIAL BANK

By: Bascom Wenable
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles L. Collum, whose name as Member of Collum Properties, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 4th day of October, 2002.

(SEAL)


[Signature]
Notary Public
My Commission Expires: 2-13-03

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bascom Venable, whose name as Vice President of Colonial Bank, an Alabama banking 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 banking corporation.

Given under my hand and official seal, this the 4th day of October, 2002.

(SEAL)



Notary Public
My Commission Expires: 2-13-03