

STATE OF ALABAMA
COUNTY OF SHELBY


20030523000322530 Pg 1/4 20.00
Shelby Cnty Judge of Probate, AL
05/23/2003 10:05:00 FILED/CERTIFIED

**FIRST AMENDMENT TO ASSIGNMENTS
OF RENTS AND LEASES**

This Amendment is made on this 4th day of April, 2003, by and between **Concrete Walls Properties, L.L.C.** ("Assignor") and **National Bank of Commerce of Birmingham** ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee entered into that certain Assignments of Rents and Leases dated April 4th, 2003 ("Agreement"), as recorded in Inst. 20030407000205950 in order to provide additional security for the payment of indebtedness due by Assignor to Assignee in the amount of Three Hundred Fifty Three Thousand Three Hundred Eighty Seven and 02/100 Dollars (\$353,387.02).

WHEREAS, Assignor and Assignee amended the mortgage and other loan documents to increase the indebtedness by Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00).

WHEREAS, Assignor and Assignee desire to further amend the Agreement to address this additional indebtedness.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), the mutual promises and covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Unless otherwise expressly set forth herein, all capitalized terms used herein shall have the same meaning given such terms in the Agreement.
2. The Agreement is hereby amended so that any reference to the indebtedness shall also refer to the additional indebtedness of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00). Further, any reference to the Mortgage, Notes, and any other loan documents shall also refer to any amendments to the same.
3. Except as otherwise modified and amended, the Agreement remains in full force and effect and is hereby ratified and conformed in all respects.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Amendment to be executed on the date hereinafter noted by their signature.

ASSIGNOR:

**CONCRETE WALLS PROPERTIES,
LLC, an Alabama limited liability company**

X By: *Sydney M. Johnson*
Its: _____

X By: *[Signature]*
Its: _____

X *[Signature]*

ASSIGNOR:

NATIONAL BANK OF COMMERCE

By: *[Signature]*
Its: _____

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lynn M. Johnson, whose name as member of Concrete Walls Properties a(n) LLC, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation the day the same bears date.

Given under my hand this 4th day of April, 2003.

[NOTARIAL SEAL]

Mendith Cagle Shug
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 29, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. Austin Johnson, whose name as member of Concrete Walls Properties a(n) LLC, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation the day the same bears date.

Given under my hand this 4th day of April, 2003.

[NOTARIAL SEAL]

Mendith Cagle Shug
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 29, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Bobby Durham, whose name as Member of Concrete Walls Properties a(n) LLC, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation the day the same bears date.

Given under my hand this 4th day of April, 2003.

[NOTARIAL SEAL]

Mendith Cagle Shug
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 29, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John S. Timmons, whose name as Vice President of National Bank of Commerce of Birmingham, a(n) National Banking Corporation, is signed to the foregoing Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said _____ the day the same bears date.

Given under my hand this the 4th day of April, 2003.

[NOTARIAL SEAL]

Glenda B. Walker
Notary Public
My Commission Expires: _____

My Commission Expires 8-11-2008