
AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES, made and entered into the 7th day of August, 2003, between **IRA D. LEVINE and wife, F. JEAN LEVINE** (hereinafter collectively referred to as "Borrower") and **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender").

RECITALS:

WHEREAS, Borrower is justly indebted to Lender pursuant to a loan in the principal sum of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) (the "Loan") as evidenced by a Promissory Note in the amount of \$160,000.00 dated October 11, 2000, 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 October 11, 2000, recorded at Inst. # 2000-35841 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 October 11, 2000, recorded at Inst. # 2000-35842 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 Modification Agreement increasing the indebtedness by \$25,000.00, and the Mortgage as referred to above is given to secure said Promissory Note Modification Agreement in the amount of \$185,000.00; and

WHEREAS, the parties are desirous of amending said Assignment of Rents to secure the additional indebtedness from Borrower to Lender.

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 Twenty Five Thousand and No/100 Dollars (\$25,000.00). Any reference to indebtedness or Loan shall mean the sum of One Hundred Eighty Five Thousand and No/100 Dollars (\$185,000.00).
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.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.


BORROWER:

 [SEAL]
IRA D. LEVINE

 [SEAL]
F. JEAN LEVINE

LENDER:

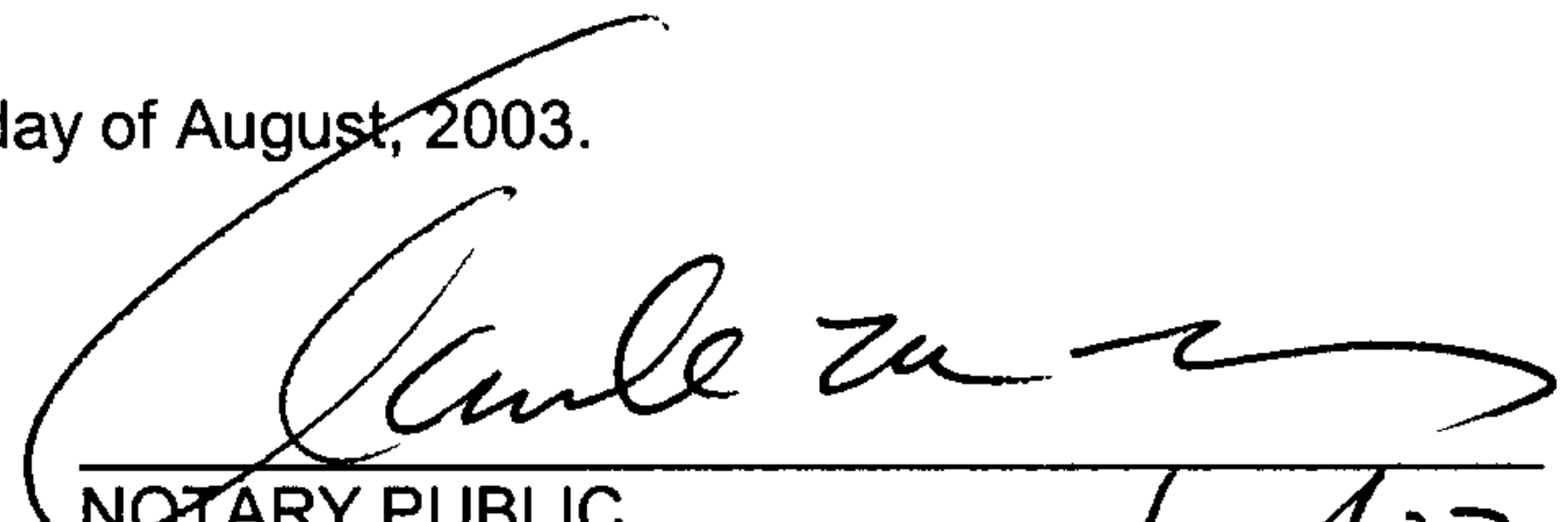
FIRST COMMERCIAL BANK, a State Bank


By: _____ [SEAL]
Paul M. Schabacker
Its First Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **IRA D. LEVINE and F. JEAN LEVINE**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of August, 2003.



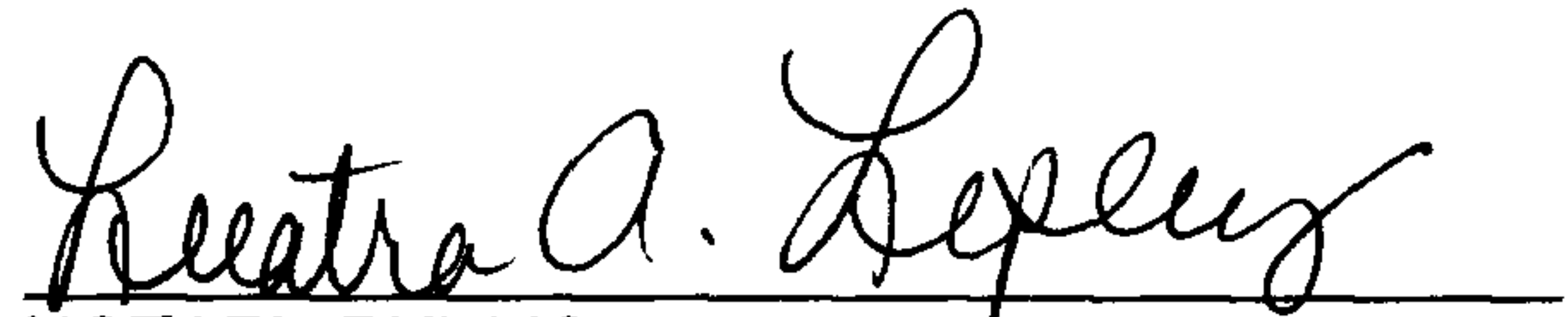
NOTARY PUBLIC
My Commission Expires: 12/28/03

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that Paul M. Schabacker, whose name as First Vice President of **FIRST COMMERCIAL BANK**, a State Bank, is signed to the foregoing document 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 bank.

Given under my hand and official seal this 7th day of August, 2003.



NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5959