


This instrument prepared by:
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Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

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20051107000578800 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/07/2005 04:15:43PM FILED/CERT

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made and entered into on or as November 4, 2005, by and between **SOUTHHALL OF HOOVER, L.L.C.**, an Alabama limited liability company ("Assignor"), and **REGIONS BANK**, an Alabama banking corporation ("Assignee").

R E C I T A L S:

A. Mortgagor executed that certain Promissory Note dated September 30, 2005 in favor of Mortgagee in the principal amount of \$2,835,000.00 (the "Prior Note").

B. As security for the Prior Note, Assignor executed in favor of Assignee that certain Assignment of Leases and Rents (the "Assignment") recorded in the Probate Office of Jefferson County, Alabama as Instrument #200513/5504 and in the Probate Office of Shelby County, Alabama as Instrument #20051003000513210.

C. At Assignor's request, Assignee has agreed to increase the principal indebtedness evidenced by the Prior Note by \$1,359,250.00 to a maximum principal amount of \$4,194,250.00 and in connection therewith, to amend and restate the Prior Note pursuant to a certain Amended and Restated Promissory Note of even date herewith in the maximum principal amount of \$4,194,250.00 (the "Amended and Restated Note") executed by Assignor in favor of Mortgagee.

D. At Assignor's request, Assignee has further agreed to make an additional loan to Assignor in the amount of up to \$500,000.00 evidenced by a certain Promissory Note of even date herewith in the maximum principal amount of \$500,000.00 (the "New Note").

E. Assignor and Assignee desire to amend the Assignment of Rents so that the Assignment of Rents will (i) continue to secure the Prior Note, as amended and restated by the Amended and Restated Note and (ii) secure the New Note.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Assignment of Rents is amended as follows:

1. The first full paragraph on page 2 of the Assignment of Rents is hereby amended and restated in its entirety to read as follows:

“FOR THE PURPOSE of securing the payment of the indebtedness evidenced by (i) that certain Amended and Restated Promissory Note dated November 4, 2005 in the principal amount of Four Million Three Hundred Sixty-Five Thousand Dollars (\$4,365,000.00), and (ii) that certain Promissory Note dated November 4, 2005 in the principal amount of Five Hundred Thousand Dollars (\$500,000.00), each made by Assignor, payable to the order of Assignee, and presently held by Assignee (collectively the “Notes”), including any extensions, modifications, and renewals thereof and any supplemental note or notes increasing such indebtedness, as well as the payment, observance, performance, and discharge of all other obligations, covenants, conditions, and warranties contained in that certain Mortgage and Security Agreement made by Assignor, dated September 30, 2005, as amended by that certain First Amendment to Mortgage and Security Agreement dated November 4, 2005, recorded in the Probate Offices of Shelby and Jefferson Counties, Alabama, and in any extensions, modifications, supplements, and other consolidation thereof, encumbering the Premises and securing the Notes and supplemental notes, if any.”

2. Subject to this Amendment, all terms, conditions and provisions of the Assignment of Rents shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by the Assignor.

IN WITNESS WHEREOF, this Amendment has been duly executed on behalf of Assignor and Assignee by their respective duly authorized members or officers, as applicable, on or as of the day and year first above written.

ASSIGNOR:

SOUTHHALL OF HOOVER, L.L.C.

By: _____

Its: _____

AUTHORIZED MEMBER

ASSIGNEE:

REGIONS BANK

By: _____

Its: _____

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State of Alabama - Jefferson County
I certify this instrument filed on:
2005 NOV 07 02:37:16:70PM

Recorded and \$

Mtg. Tax

and \$

9.50

Deed Tax and Fee Amt.

Total \$

9.50

MARK GAINES, Judge of Probate



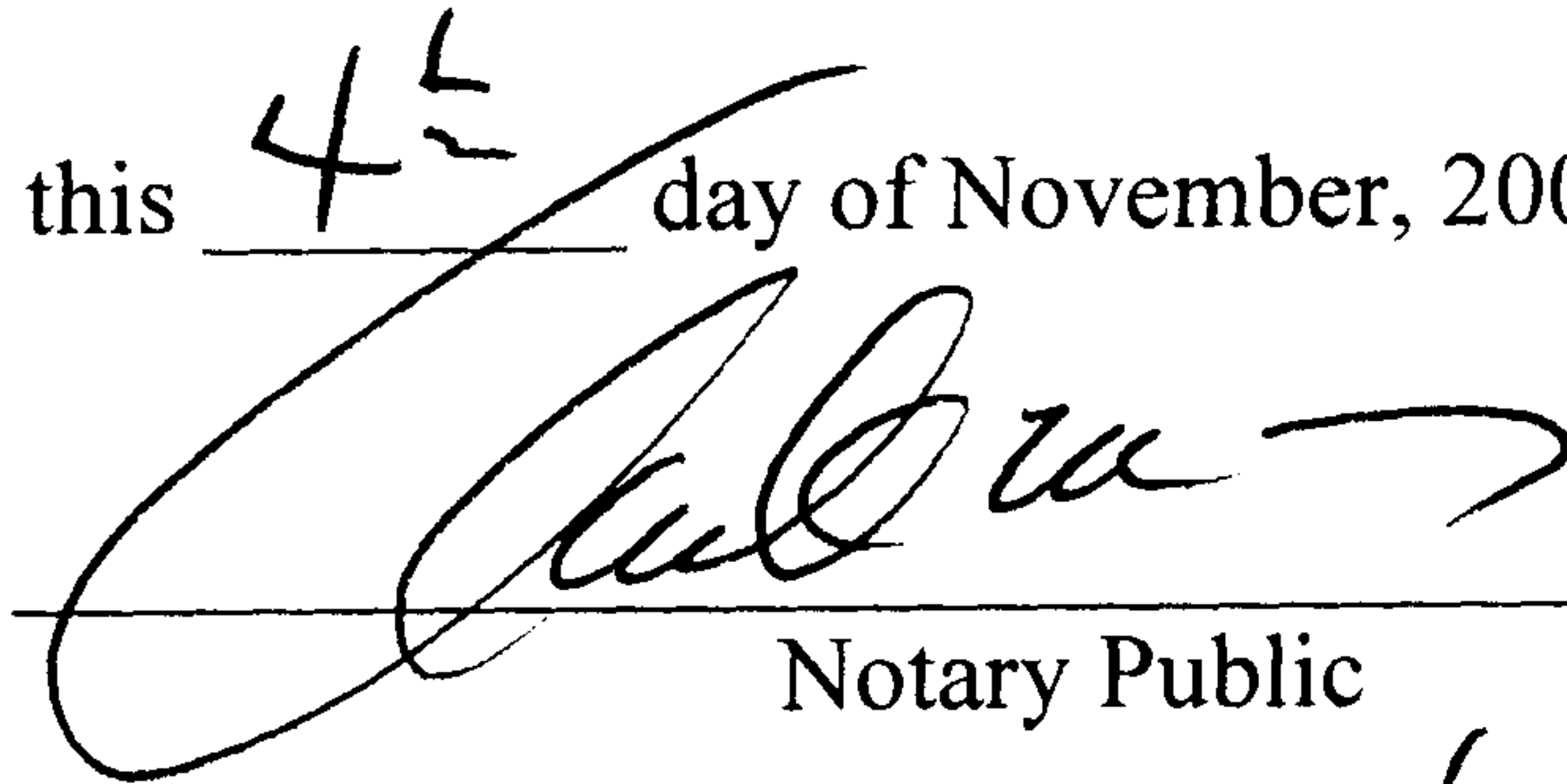
200515/3487

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John G. Beard, whose name as Authorized Member of SOUTHHALL OF HOOVER, 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 for and as the act of said company.

Given under my hand and official seal this 4th day of November, 2005.


Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/2007

STATE OF ALABAMA)

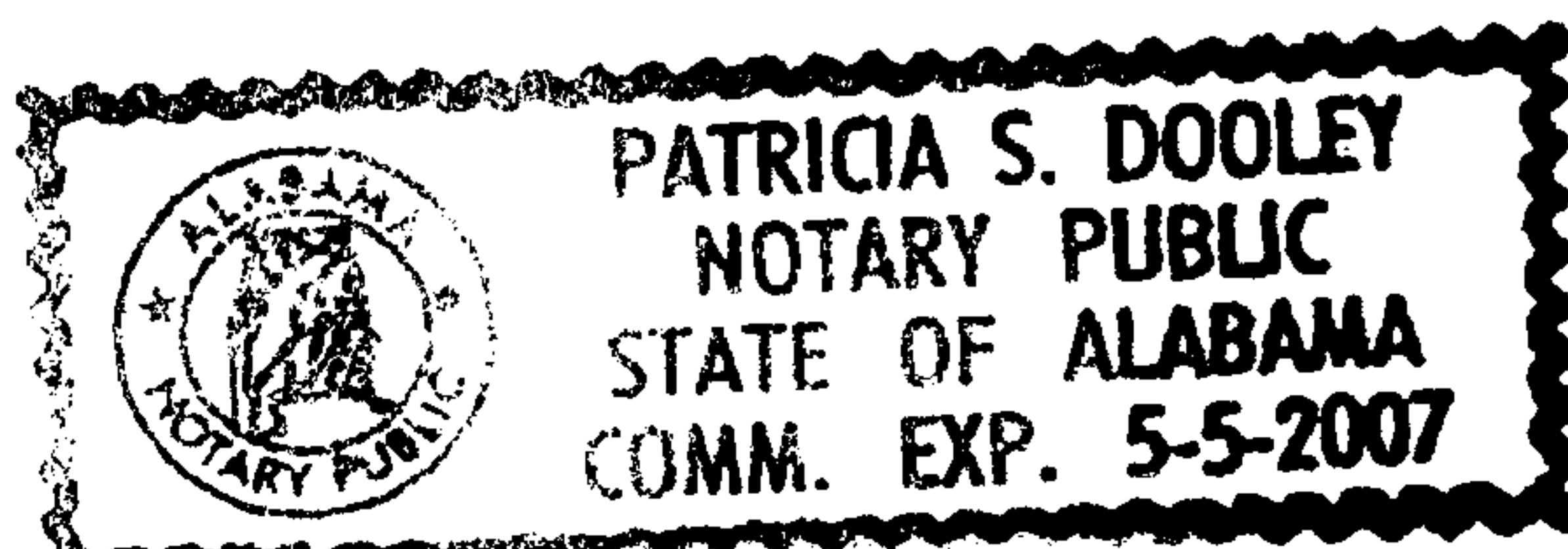
JEFFERSON COUNTY)



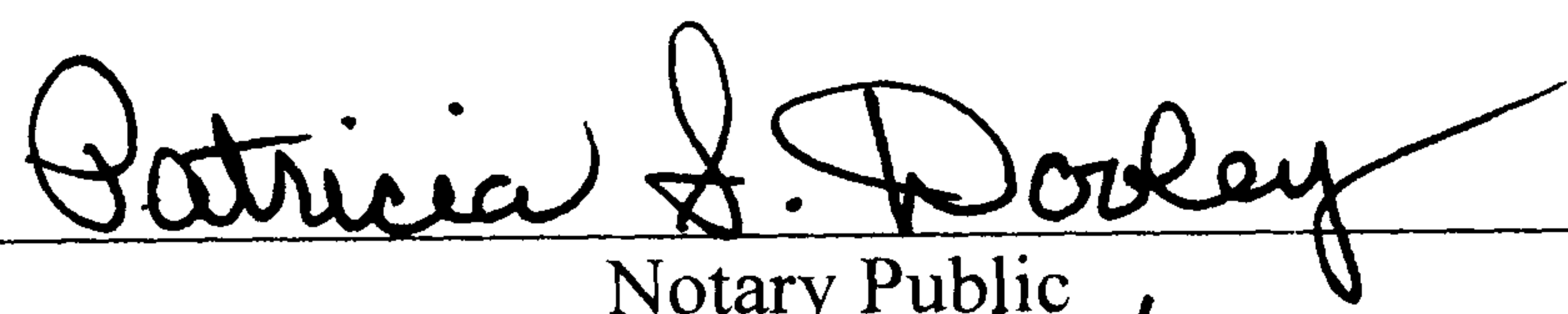
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Mark Taylor, whose name as Vice President of Regions Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, 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 4th day of NOVEMBER, 2005.



[NOTARIAL SEAL]


Notary Public

My commission expires: 5/05/2007

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