

**AMENDMENT**  
**TO**  
**MORTGAGE**  
**ASSIGNMENT OF RENTS AND LEASES**  
**AND SECURITY AGREEMENT**

**THIS AMENDMENT** is from **Donna K. Crompton, John D. Crompton, Charles M. Frusterio, Melanie S. Frusterio and DOMINION PROPERTIES, INC.** and is in favor of **WACHOVIA BANK, National Association, successor by merger to SOUTHTRUST BANK** and amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on February 4, 2005 by **Donna K. Crompton, and spouse, John D. Crompton, and Charles M. Frusterio, and spouse, Melanie S. FrusterioJEFFREY LEASING, L.L.C.** (hereinafter "Mortgagor") in favor of **WACHOVIA BANK, National Association, successor by merger to SOUTHTRUST BANK** (hereinafter "Bank").

**WHEREAS,** the Mortgage is recorded as Instrument 20050208000062280 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

**WHEREAS,** the Mortgage was given as security for a Promissory Note in the original principal amount of \$1,175,370.00 and all renewals and extensions thereof (the "Note").

**WHEREAS,** upon the recordation of the Mortgage a mortgage tax of \$1,763.10 was paid.

**WHEREAS** by deed executed and recorded herewith, Mortgagor conveyed this property to **DOMINION PROPERTIES, INC.** (hereinafter "Borrower") and Borrower assumed the obligations evidenced by the Mortgage

**WHEREAS,** Borrower and Mortgagor has requested Bank to lend Borrower an additional \$498,000.00, and Bank is agreeable to making such loan, provided Borrower and Mortgagor, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

**NOW THEREFORE,** in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower and Mortgagor, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$1,175,370.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$498,000.00 made in connection herewith to Borrower and Mortgagor, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$1,175,370.00 Note executed on February 4,



2005, and all interest thereon, and all extensions and renewals thereof, but also the \$498,000.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

Borrower hereby assumes the obligations outstanding on the Note and agrees to pay the obligations evidenced thereby and evidenced by the Mortgage and the Loan Documents (as that term is defined in the Note) and to perform all of Mortgagor's obligations thereunder just as if Borrower had in fact executed such documents. Upon execution of this agreement, and the assumption of these obligations, the undersigned shall become a "Borrower" and "Mortgagor" as those terms are defined in the Note, Mortgage and Loan Documents. In such regard Borrower does hereby grant bargain, sale, convey, mortgage and grant to Mortgagor a mortgage interest and a security interest in the Mortgage Property in accordance with the terms of the Mortgage just as if Borrower had executed same.

In addition hereto, Mortgagor and Borrower further amends the Note and all of the Loan Documents to the terms as herein cited.

Mortgagor and Borrower hereby agree and direct Bank to take any action necessary to conform the Note, the Mortgage and the Loan Documents to the terms as herein cited and by these presents accepts and confirms their liability under said Note, Mortgage and Loan Documents with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals effective this 6 day of May, 2005.

**DOMINION PROPERTIES, INC.**

BY: Donna K. Crompton  
Donna K. Crompton (Its President)

Donna K. Crompton  
Donna K. Crompton (Individually)

John D. Crompton  
John D. Crompton (Individually)

Charles M. Frusterio  
Charles M. Frusterio (Individually)

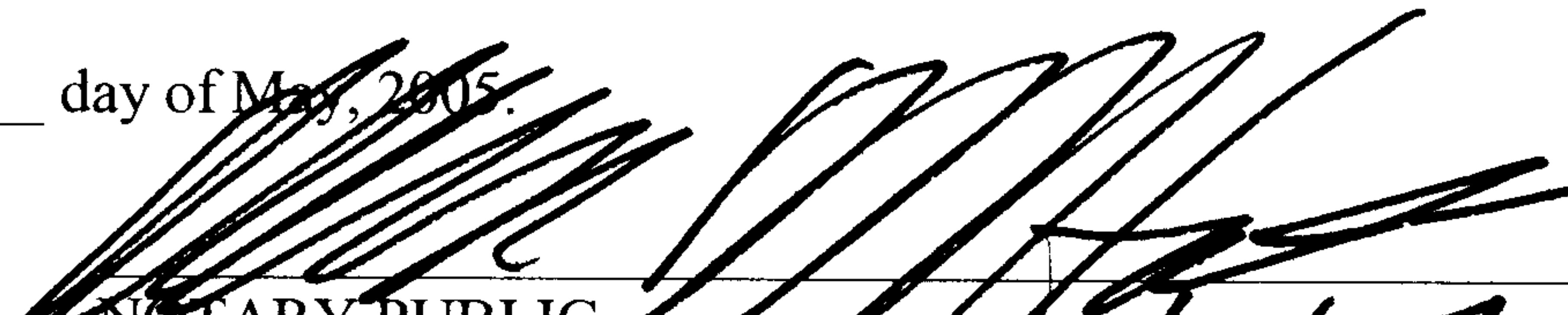
Melanie S. Frusterio  
Melanie S. Frusterio (Individually)



STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donna K. Crompton, whose name as President of DOMINION PROPERTIES, INC., a 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, she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

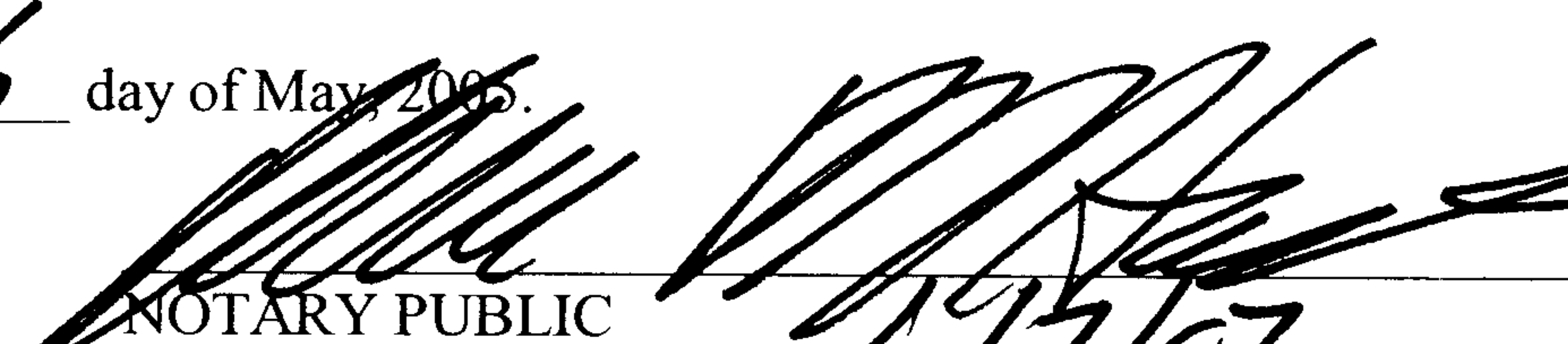
Given under my hand and official seal, this the 6 day of May, 2005.

  
NOTARY PUBLIC  
My Commission Expires: 6/7/07

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donna K. Crompton, John D. Crompton, Charles M. Frusterio, and Melanie S. Frusterio, 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6 day of May, 2005.

  
NOTARY PUBLIC  
My Commission Expires: 6/7/07

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:**

William B. Hairston III  
**ENGEL HAIRSTON & JOHANSON, P.C.**  
4th Floor, 109 North 20th Street  
Birmingham, Alabama 35203  
(205) 328-4600

## EXHIBIT "A"

20050512000229670 4/4 \$770.00  
Shelby Cnty Judge of Probate, AL  
05/12/2005 02:03:16PM FILED/CERT

Lot 2, according to the survey of Aultman's Addition to 280, as recorded in Map Book 29, Page 1, in the Probate Office of Shelby County, Alabama.

Together with rights obtained under that certain Declaration of Easement for Ingress and Egress between Bazaar 280, LLC and T. Owen Vickers, that constitutes an interest in real estate as recorded in Instrument # 2001-52498

**SUBJECT TO:** i) taxes and assessments for the year 2005, a lien but not yet payable; ii) Declaration of Easement for storm water drainage system recorded as Instrument 2001-52499; iii) Access and Maintenance Agreement recorded as Instrument 2002-8985; iv) right of way granted to Shelby County as recorded in Deed Book 95, page 519; v) Deed to State of Alabama recorded in Deed Book 253, page 844; vi) Covenant and agreement for water service recorded in Real Volume 235, page 574; vii) Terms, provisions, covenants, conditions, agreements, restrictions, easements, charges, assessments and liens as set out in the Covenants, Conditions and Restrictions recorded in Real Volume 314, page 506, Instruments 1996-0531, 1996-0532, 2000-38942, 2001-35832, and 20020911000436060; viii) title to all minerals within and underlying the premises, together with all mining rights and other rights privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument 2001-48649; ix) terms, provisions, covenants, conditions, restrictions and easements in the Access Easement recorded as Instrument 2001-29083; x) Ordinance with the City of Hoover as recorded as Instrument 1996-31888 and 1996-9814; and xi) declaration of easement for ingress and egress recorded as Instrument 2001-52498.