

AMENDMENT TO MORTGAGE

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases, and Security Agreement (hereinafter "Mortgage") executed on December 7, 1995 by ROBCAR, L.L.C. (hereinafter "Borrower") in favor of FIRST FEDERAL OF ALABAMA, FSB (now known as PINNACLE BANK) (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument # 1995-35342 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$720,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,080.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$50,000.00, and Bank is agreeable to making such additional advance, provided Borrower, 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, the Mortgage is hereby amended as follows:

1). Henceforth the Mortgage shall specifically secure not only the \$720,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$50,000.00 made in connection herewith to Borrower, and all the interest thereon.

2). The terms "indebtedness(es)" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$720,000.00 Note executed on December 7, 1995, and all interest thereon, and all extensions and renewals thereof, but also the \$50,000.00 advance or loan being made in connection

Pinnacle

herewith, all interest thereon, and all extensions, and renewals thereof.

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 26 day of JULY, 1996.

ROBCAR, L.L.C.

By: Paul Ott Carruth (Its Managing Member)

By: Kenneth W. Roberts (Its Managing Member)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Ott Carruth and Kenneth W. Roberts, whose names as Members of ROBCAR, L.L.C., an Alabama limited liability company, 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, as such members and with full authority, executed the same voluntarily, as an act of said company.

Given under my hand and official seal, this the 26 day July, 1996.

Paul Ott Carruth
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES JAN. 1, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THIS INSTRUMENT PREPARED BY:

Karen B. Johns
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EXHIBIT "A"
TO
AMENDMENT TO MORTGAGE
SELLERS/OWNERS AFFIDAVIT AND INDEMNITY

Borrower: Robcar, L.L.C.
Lender: Pinnacle Bank

Part of Lots 22, 23 and 24, in Block A of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 69, in the Probate Office of Shelby County, Alabama, and being described as follows:
Beginning at the NE corner of Lot 24, Block A, Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 69, in the Probate Office of Shelby County, Alabama; thence North 84 degrees 46 minutes 00 seconds West and along the North line of said Lot 24, 23 and 22, run a distance of 407.87 feet; thence South 42 degrees 14 minutes 51 seconds East and run a distance of 327.09 feet; thence North 48 degrees 40 minutes 00 seconds East and run a distance of 244.80 feet to the West line of said Lot 24; thence North 03 degrees 14 minutes 00 seconds East and run a distance of 43.32 feet and along the East line of said Lot 24 to the point of beginning; being situated in Shelby County, Alabama.

Minerals and mining rights excepted.

Inst # 1996-24854

ex.a 7/25/96 9:45am

08/01/1996-24854
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 88.50