

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

Inst # 1998-49826

**THIS AMENDMENT** amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on September 3, 1998 by **AIRPORT TEXACO, INC.**, a corporation and **PETE'S PROPERTIES, L.L.C.**, a limited liability company (hereinafter jointly, severally and collectively "Borrower") in favor of **COMPASS BANK** (hereinafter "Bank").

**WHEREAS**, the Mortgage is recorded as Instrument 1998-35057 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 secured a Note in the original principal amount of \$83,300.00 and all renewals and extensions thereof.

**WHEREAS**, upon the recordation of the Mortgage a mortgage tax of \$124.95 was paid.

**WHEREAS**, Borrower has requested Bank to lend Borrower an additional \$954,700.00, and Bank is agreeable to making such loan, 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 \$83,300.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$954,700.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the Debt evidenced by the \$83,300.00 Note executed on September 3, 1998 and all interest thereon, and all extensions and renewals thereof, but also the \$954,700.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

All of the terms and provisions of the Mortgage not specifically amended herein, are

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10:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 1445.55

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 10 day of December, 1998.

AIRPORT TEXACO, INC.

BY: Peter A. Shunnarah, Jr.  
Peter A. Shunnarah, Jr. (Its President)

PETE'S PROPERTIES, L.L.C.

BY: Peter A. Shunnarah, Jr.  
Peter A. Shunnarah, Jr. (Its Member)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Peter A. Shunnarah, Jr., whose name as President of AIRPORT TEXACO, 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, he, 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 10 day of December, 1998.

William B. Hairston, III  
NOTARY PUBLIC  
My Commission Expires: 6/1/99

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Peter A. Shunnarah, Jr., whose name as member of PETE'S PROPERTIES, L.L.C., a 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 10 day of December, 1998.

William B. Hairston, III  
NOTARY PUBLIC  
My Commission Expires: 6/1/99

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

William B. Hairston, III  
ENGEL, HAIRSTON & JOHANSON, P.C.  
P.O. Box 370027  
Birmingham, Alabama 35237

**EXHIBIT "A"**  
**TO**  
**AMENDMENT TO MORTGAGE**  
**ASSIGNMENT OF RENTS AND LEASES**  
**AND SECURITY AGREEMENT**  
**CONSTRUCTION LOAN AGREEMENT**  
**LANDLORD'S WAIVER AND CONSENT**  
**AFFIDAVIT AND AGREEMENT**  
**ESTOPPEL CERTIFICATE AND ATTORNEY AGREEMENT**  
**HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT**

Borrower: AIRPORT TEXACO, INC. and PETE'S PROPERTIES, L.L.C.  
Lender: COMPASS BANK

Commence at the Southeast Corner of Lot 2 of AIRPARK PLAZA as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the Westerly right of way of Interstate No. 65 a distance of 354.32 feet to the Southeast corner of a mobile home sales lot; thence right 104 degrees, 25 minutes, 43 seconds Southwesterly along the South line of said mobile home sales lot a distance of 58.82 feet to the Point of Beginning; thence left 46 degrees, 05 minutes, 32 seconds radial Southwesterly a distance of 416.41 feet to a point on a curve to the left concave Southwesterly with a radius of 412.39 feet, a central angle of 27 degrees, 20 minutes, 00 seconds and a chord distance of 194.87 feet; thence turn right 76 degrees, 20 minutes, 00 seconds to the chord of said curve and run Northerly, then Westerly along the arc of said curve 196.73 feet; thence turn right 74 degrees, 14 minutes, 54 seconds from the prolongation of said curve chord Northerly a distance of 10.27 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn left 45 degrees, 00 minutes, 00 seconds, Northwesterly a distance of 70.71 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn right 45 degrees, 00 minutes, 00 seconds Northerly a distance of 135.30 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn right 75 degrees, 30 minutes, 37 seconds, Northeasterly a distance of 456.61 feet along the South line of the aforesaid mobile home sales lot.

ALONG WITH ALL EASEMENTS BENEFITING SUCH PROPERTY

ex.a 12/3/98 9:31am

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