

STATE OF ALABAMA)
SHELBY COUNTY)

This instrument prepared by:
Matthew S. Atkins, Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

SECOND MORTGAGE MODIFICATION AGREEMENT

This **SECOND MORTGAGE MODIFICATION AGREEMENT** is made and entered into as of the 26th day of January, 1999, between **CROSSROADS AUTO SALES, INC.**, an Alabama corporation ("Mortgagor") and **NEW SOUTH FEDERAL SAVINGS BANK**, a federal savings bank ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated April 22, 1993, and recorded as instrument number 1993-11901 in the office of the Shelby County Judge of Probate, as such was amended by that certain Mortgage Modification Agreement dated November 21, 1996 and recorded as instrument number 1996-39282 in the Office of the Shelby County Judge of Probate (collectively, the "Mortgage");

WHEREAS, Mortgagor has requested Mortgagee to extend the maturity date of the existing credit and to extend additional credit to Mortgagor, and Mortgagee is willing to do so on condition that Mortgagor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

1. The Notes described in the Mortgage have been amended and restated in their entirety, and the Mortgage now secures the following Promissory Notes, each of which is given in extension and renewal, in part, of the Promissory Notes described in the Mortgage:

(A) Term Note in the principal amount of \$335,000.00 of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, including all renewals, extensions, modifications, substitutions or increases of said Note or any part thereof; and

(B) Floor Plan Master Note in the principal amount of \$500,000.00 of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note or any part thereof.

2. Mortgagor and Mortgagee hereby certify that the total amount of indebtedness secured by the Mortgage, as hereby amended, for purposes of mortgage recording privilege tax, is \$835,000.00.

01/27/1999-03587
09:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 1266.00

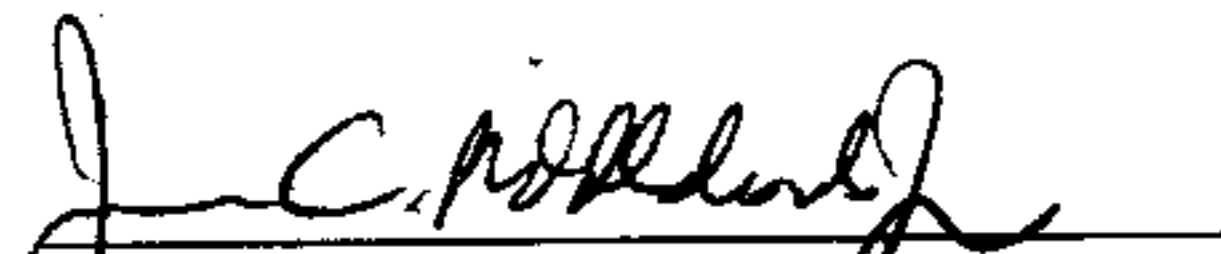
Inst # 1999-03587

3. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are hereby ratified and affirmed.

IN WITNESS WHEREOF, Mortgagee and Mortgagor have executed this Agreement as of the date first above written.

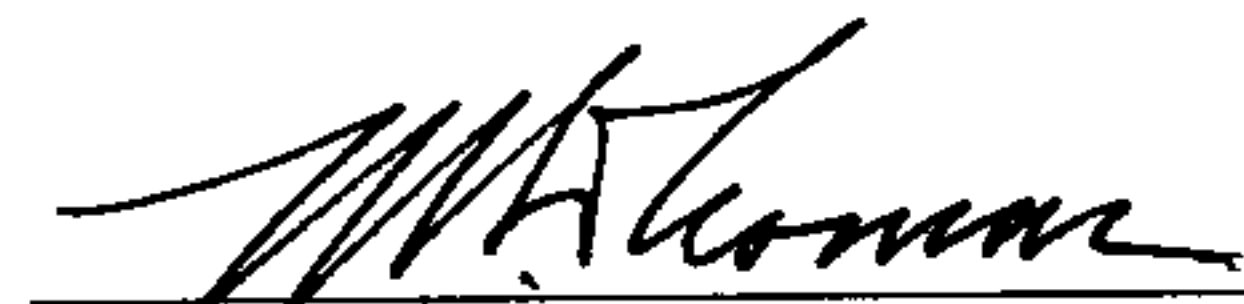
MORTGAGOR:

CROSSROADS AUTO SALES


James C. Middlebrooks, Jr.
Its President

MORTGAGEE:

NEW SOUTH FEDERAL SAVINGS BANK

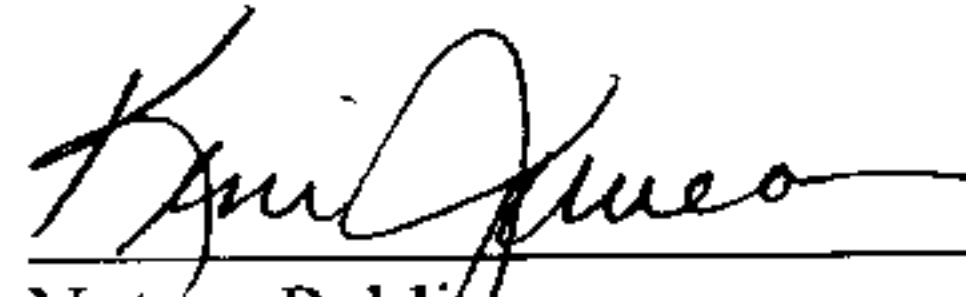

M. Steve Thomas
Its Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James C. Middlebrooks, Jr., whose name as president of Crossroads Auto Sales, 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26th day of January, 1999.


Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES OCTOBER 16, 2002

Inst # 1999-03587

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. Steve Thomas, whose name as vice president of New South Federal Savings Bank, 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26th day of January, 1999.


Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES OCTOBER 16, 2002

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