

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5859

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT, made and entered into the 29th day of September, 1999, is by and between **FIRST COMMERCIAL BANK**, a State Bank (hereinafter referred to as "Lender") and **DOLLAR, INC.**, an Alabama Corporation, and **LAKE FOREST, L.L.C.**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower").

RECITALS:

Borrower is justly indebted to Lender pursuant to a loan in the principal sum of Seven Hundred Sixty Five Thousand Nine Hundred Forty One and No/100 Dollars (\$765,941.00) (the "Loan") as evidenced by that certain Promissory Note in the amount of \$765,941.00 dated December 1, 1997, payable to Lender in installments with interest thereon (hereinafter referred to as the "Note"). The Note is further evidenced and secured by a certain Mortgage and Security Agreement dated December 1, 1997, recorded at Inst. # 1997-39391 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Mortgage").

Borrower has executed and delivered to Lender simultaneously herewith a Promissory Note in the amount of \$500,000.00, of which \$342,500.00 of the Mortgage as referred to above is given to secure said Promissory Note in the amount of \$500,000.00.

The parties are desirous of amending said Mortgage to secure the indebtedness as evidenced by the above mentioned Promissory Note.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. The Mortgage is hereby amended to increase the indebtedness due Lender in the amount of Three Hundred Forty Two Thousand Five Hundred and No/100 Dollars (\$342,500.00). Any reference to indebtedness or Loan shall mean the sum of One Million One Hundred Eight Thousand Four Hundred Forty One and No/100 Dollars (\$1,108,441.00).
2. From and after the date hereof, any references to the Loan or Indebtedness due Lender contained in the Loan Documents or in any other instrument or document shall be deemed to refer to such instrument as amended hereby.
3. Except as herein amended, the Mortgage shall remain in full force and effect, and the Mortgage, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage.

09/30/1999-40866
03:50 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 527.25

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

LENDER:

FIRST COMMERCIAL BANK, a State Bank


By:  [SEAL]
A. Todd Beard
Its First Vice President

BORROWER:

DOLLAR, INC., an Alabama Corporation

By:  [SEAL]
Thomas H. Brigham, Jr.
Its President

LAKE FOREST, L.L.C., an Alabama Limited Liability Company

By:  [SEAL]
Thomas H. Brigham, Jr.
Its Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that A. Todd Beard, whose name as First Vice President of **FIRST COMMERCIAL BANK**, a State Bank, 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 29th day of September, 1999.


NOTARY PUBLIC
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Thomas H. Brigham, Jr., whose name as President of **DOLLAR, INC.**, an Alabama 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 29th day of September, 1999.


NOTARY PUBLIC

My Commission Expires: 12/28/99

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned notary public, in and for said County and State, hereby certify that Thomas H. Brigham, Jr., as Managing Member of **LAKE FOREST, 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 as the act of said limited liability company.

Given under my hand and seal this 29th day of September, 1999.


NOTARY PUBLIC

My Commission Expires: 12/28/99

[NOTARIAL SEAL]

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