

**THIS INSTRUMENT PREPARED BY:
JAMES E. VANN, ESQUIRE
SIROTE & PERMUTT, P.C.
2311 HIGHLAND AVENUE SOUTH
BIRMINGHAM, ALABAMA 35205
(205) 930-5272**

**FIRST AMENDMENT AND ADDENDUM TO PROMISSORY NOTE, MORTGAGE
AND SECURITY AGREEMENT
AND OTHER LOAN DOCUMENTS**

**THIS FIRST AMENDMENT AND ADDENDUM TO PROMISSORY NOTE,
MORTGAGE AND SECURITY AGREEMENT and OTHER LOAN DOCUMENTS** (this
"Amendment") is entered into as of August 30, 2002 by and between **CV & CB, LLC**
(hereinafter sometimes referred to for convenience as the "Mortgagor" or the "Borrower"), **Charles
Vacarella, Mary C. Betbeze** (hereinafter Charles Vacarella and Mary C. Betbeze are sometimes
collectively referred to for convenience as the "Guarantors" and individually as a "Guarantor") and
AmSouth Bank (hereinafter sometimes referred to for convenience as the "Mortgagee" or the
"Lender").

WITNESSETH:

WHEREAS, the Borrower executed to the order of the Lender that certain Promissory Note
in the principal amount of \$300,000.00 dated May 21, 2002 (the "Note"); and

WHEREAS, as security for the Note the Mortgagor executed in favor of the Mortgagee (i)

that certain Purchase Money and Future Advance Mortgage and Security Agreement (the "Mortgage") dated May 21, 2002 covering the property described in Exhibit A attached hereto, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No.20020523000245320, (ii) that certain Assignment of Rents and Leases (the "Assignment") dated May 21, 2002 covering the property described in Exhibit A attached hereto, which Assignment is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2002523000245330 and (iii) that certain UCC Financing Statement (the "UCC") recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20020523000245340; and

WHEREAS, at the time of execution of the Note, the Mortgage, the Assignment and the UCC (i) the Borrower also executed a Loan Agreement (Construction and Term Financing) (the "Loan Agreement") and various other agreements, documents, instruments and (ii) each of the Guarantors executed a Guaranty Agreement (for convenience the Note, the Mortgage, the Assignment, the UCC, the Loan Agreement, the Guaranty Agreement executed by each of the Guarantors, and the other agreements, documents and instruments executed in connection with the Loan are hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, Borrower and each of the Guarantors have requested that the Lender increase the amount of the Loan (as defined in the Note, the Mortgage, the Assignment, the Loan Agreement, each Guaranty Agreement and the other Loan Documents) by \$100,000.00, from \$300,000.00 to \$400,000.00, and Lender has agreed to such increase provided the Borrower and the Guarantors

execute this Amendment and the other documents to be executed in connection herewith.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The amount of the Loan (as defined in the Note, the Mortgage, the Assignment, the Loan Agreement, the Guaranty Agreement executed by each of the Guarantors, and all of the other Loan Documents), the principal amount of the Note, and the Principal Amount as defined in the Loan Agreement are increased by \$100,000.00 from \$300,000.00 to \$400,000.00. All references in all of the Loan Documents to \$300,000.00, whether in words or in numbers, are hereby amended to be \$400,000.00, and all other provisions of the Loan Documents are amended, mutatis mutandis.

2. Each of the Guarantors consents to this Amendment and the changes to the Loan Documents contemplated hereby. The Borrower and each of the Guarantors hereby represent, warrant, covenant and agree that their joint and several obligations for repayment of the Note and all other amounts due under the Note and all other Loan Documents executed by the Borrower or the Guarantors are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.

3. It is the intention and agreement of the parties hereto that the \$100,000.00 increase in the Loan effectuated by this Amendment shall be secured by the Mortgaged Property (as defined in the Mortgage) and the liens and rights in favor of the Lender under the Mortgage and all other

Loan Documents, as fully and completely and with the same priority as the \$300,000.00 Promissory Note initially secured thereby.

4. The Borrower and each of the Guarantors hereby (i) represent and warrant that the unpaid principal balance upon the date hereof, prior to the \$100,000.00 increase in the Loan contemplated hereby, is \$300,000.00, (ii) ratifies and affirms the validity, effectiveness, and enforceability of each of the Loan Documents, as amended hereby, and (iii) confirms that neither the Borrower nor the Guarantors has any defenses or offsets to any of the Loan Documents or amounts due thereunder, as amended hereby.

5. Borrower agrees to pay or reimburse Lender for all costs and expenses incurred in connection herewith, including, without limitation, recording fees, title insurance fees, and legal fees. Borrower authorizes Lender to pay such costs, expenses, and fees by advance of proceeds of the Loan or an increase of the principal balance due under the Note.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CV & CB, LLC

By: Charles Vacarella
Name: Charles Vacarella
Title: Manager

Charles Vacarella
Charles Vacarella, Guarantor

Mary C. Betbeze
Mary C. Betbeze, Guarantor

AMSOUTH BANK

By: Raymond W. Scott
Name: Raymond W. Scott
Title: Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Charles Vacarella** whose name as the **manager** of CV & CB, LLC, 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 the instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 30 day of August, 2002.

Jennifer L. Leuma
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 2, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Charles Vacarella** whose name 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 the instrument, he executed the same voluntarily.

Given under my hand this 30 day of August, 2002.

Jennifer L. Leuma
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 2, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Mary C. Betbeze** whose name 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 the instrument, she executed the same voluntarily.

Given under my hand this 30 day of August, 2002.

Jennifer L. Leuma
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 2, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Raymond W. Scott** whose name as **Vice-President** of AmSouth 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 30 day of August, 2002.

Jennifer L. Leuma
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 2, 2004
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EXHIBIT A

A parcel of land situated in the Town of Columbiana, Shelby County, Alabama, more particularly described as follows:

Commence at the intersection of the East margin of the sidewalk on the east side of Main Street and the South margin of the sidewalk on the south side of East College Street, thence run in a Southerly direction along the East margin of the sidewalk on the east side of Main Street for a distance of 193.02 feet, to the Northwest corner of a brick building, currently located at 115 South Main Street and currently identified as the Western Auto store, said point being the Point of Beginning of the parcel herein described; thence along the North face of the exterior building wall, Easterly for a distance of 100.38 feet to the Northeast corner thereof; thence along the East face of the exterior building wall, Southerly for a distance of 66.89 feet, to the Southeast corner thereof; thence along the South face of the exterior building wall, Westerly for a distance of 100.42 feet, to the Southwest corner thereof; thence along the West face of the exterior building wall, Northerly for a distance of 66.40 feet to the Point of Beginning.