

Re-recorded to correct legal description.

20050825000438630 1/4 \$200.00  
Shelby Cnty Judge of Probate, AL  
08/25/2005 01:28:35PM FILED/CERT

STATE OF ALABAMA       )  
SHELBY COUNTY         )

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

### THIRD MORTGAGE MODIFICATION AGREEMENT

This **THIRD MORTGAGE MODIFICATION AGREEMENT** is made and entered into as of the 12 day of August, 2004, 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 and as further amended by that certain Second Mortgage Modification Agreement dated as of January 26, 1999, and recorded as instrument number 1999-03587 and as partially released by that certain Partial Release of Mortgage dated August 30, 1999 and recorded as instrument number 2000-09239 in the Office of the Shelby County Judge of Probate (collectively, the "Mortgage") encumbering that certain real property located in Shelby County, Alabama as more fully set forth on Exhibit A attached hereto;

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:

i. 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 \$251,048.00 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 dated as of May 26, 2004, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as

20051114000594750 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
11/14/2005 03:07:06PM FILED/CERT

20050825000438630 2/4 \$200.00  
Shelby Cnty Judge of Probate, AL  
08/25/2005 01:28:35PM FILED/CERT

provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note or any part thereof.

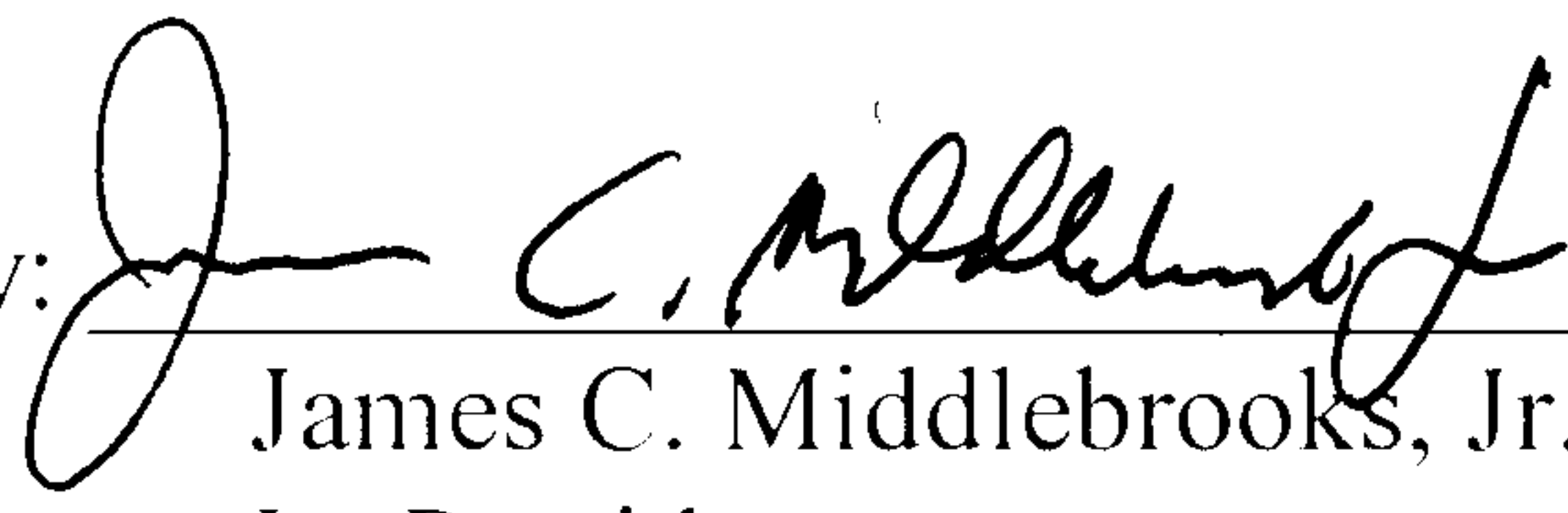
2. Mortgagor and Mortgagee hereby certify that the total amount of indebtedness secured by the Mortgage, as hereby amended, is \$752,835.00 of which \$120,000.00 constitutes newly advanced funds, for mortgage recording privilege tax purposes.

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, INC.,** an  
Alabama corporation

By:   
James C. Middlebrooks, Jr.  
Its President

**MORTGAGEE:**

**NEW SOUTH FEDERAL SAVINGS BANK**

By:   
M. Steve Thomas  
Its Vice President

20051114000594750 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
11/14/2005 03:07:06PM FILED/CERT



20050825000438630 3/4 \$200.00  
Shelby Cnty Judge of Probate, AL  
08/25/2005 01:28:35PM FILED/CERT

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 12th day of August, 2005.

Camela McLean  
Notary Public

My Commission Expires: 2/20/08

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 12th day of August, 2005.

Camela McLean  
Notary Public

My Commission Expires: 2/20/08

20051114000594750 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
11/14/2005 03:07:06PM FILED/CERT

  
20051114000594750 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
11/14/2005 03:07:06PM FILED/CERT

## **EXHIBIT "A"**

### **PARCEL I**

**Lot 36, a Northerly part of Lot 35 and the Southerly 5.00 feet of Lot 37, Block 1 of the Nickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama, described as follows:**

**Commence at the Southwest corner of Lot 33 and go North 6°54' East along the West boundary of Lots 33, 34, 35, 36, and 37 for 143.35 feet to the point of beginning; thence continue along previous course for 61.65 feet; thence South 83°55' East for 123.63 feet to the Westerly boundary of Highway No. 31; thence South 7°35'53" West along said Westerly boundary for 66.69 feet North 81°34'23" West for 122.85 feet to the point of beginning; being situated in Shelby County, Alabama.**

### **PARCEL II**

**Lots 38, 39, the Northerly 45 feet of Lot 39 and the Southerly 25.0 feet of Lot 40, Block 1, of the Nickerson-Scott Survey, recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama, described as follows:**

**Commence at the Southwest corner of Lot 33 and go North 6°54' along the West boundary of Lots 33, 34, 35, 36, 37, 38, 39 and 40 for 205.00 feet to the point of beginning; thence continue along previous course for 170.0 feet; thence South 83°55' East for 125.17 feet to the Westerly boundary of Highway No. 31; thence south 7°25'10" West along said Westerly boundary for 170.03 feet; thence North 83°55' West for 123.63 feet to the point of beginning; being situated in Shelby County, Alabama.**