

LOAN NUMBER _____

PREPARED BY AND RETURN TO:

John G. McCullough
McCULLOUGH PAYNE & HAAN, LLC
171 17th Street, NW, Suite 975
Atlanta, Georgia 30363-1032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF ALABAMA
COUNTY OF SHELBY**

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Agreement") is made as of the 30th day of November, 2006, by and between **GMAC BANK**, a Utah industrial bank ("GMAC Bank") and **SUSAN S. SCHEIN**, ("Borrower").

WHEREAS, GMAC, an entity organized under the laws of Delaware ("GMAC") has loaned to Borrower certain moneys evidenced by a promissory note dated November 30, 2006, in the original principal amount of \$1,857,592.78 (the "Note"), which is secured by, among other things, a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, recorded as Instrument No. 2006120500058760 on December 5, 2006 in the Office of Probate, Shelby County, Alabama ("Mortgage") and the Loan Documents referred to therein (the "Loan Documents") executed by Borrower in favor of GMAC;

WHEREAS, GMAC Bank has been assigned the Note, Mortgage and Loan Documents by GMAC pursuant to an Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and other Loan Documents of even date herewith; and

WHEREAS, Borrower has entered into an Amendment to Promissory Note dated November 30, 2006, amending the Note in order to borrow an additional \$400,000.00 from GMAC Bank and desires to modify the terms of the Mortgage in order that the terms of the Mortgage secure the Note, as amended.

NOW THEREFORE, for good consideration, the receipt and sufficiency of which are hereby acknowledged, GMAC Bank and Borrower agree as follows:


1. The Mortgage shall be and hereby is modified by amending the amount of the Note secured thereby such that the Mortgage shall secure a loan (the "Loan") to Borrower in the sum of \$2,257,592.78, representing the original principal balance of \$1,857,592.78 plus an additional advancement of \$400,000.00 by GMAC Bank to Borrower as now provided for in the Note, as amended.

2. Borrower expressly represents that, the Property described in the Mortgage is subject to no encumbrances subsequent to the Security Instrument except taxes for the present fiscal year if not delinquent and that no one other than Borrower has any interest in the Property.

3. GMAC Bank hereby agrees to the modification of the terms of the Mortgage to the extent specifically set forth in this Agreement, but only on the conditions above and on the further condition that the amendment shall not prejudice any present or future rights, remedies, benefits, or powers belonging or accruing to GMAC Bank under the terms of the Mortgage as amended.

4. Except as otherwise provided in this Agreement, the [Security Instrument] [Note] and any other agreements related thereto shall remain unaffected, unchanged, and unimpaired by reason of the foregoing extension and amendment.

**GMAC BANK,
a Utah Industrial Bank**


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Shelby Cnty Judge of Probate, AL
12/08/2006 11:32:11AM FILED/CERT

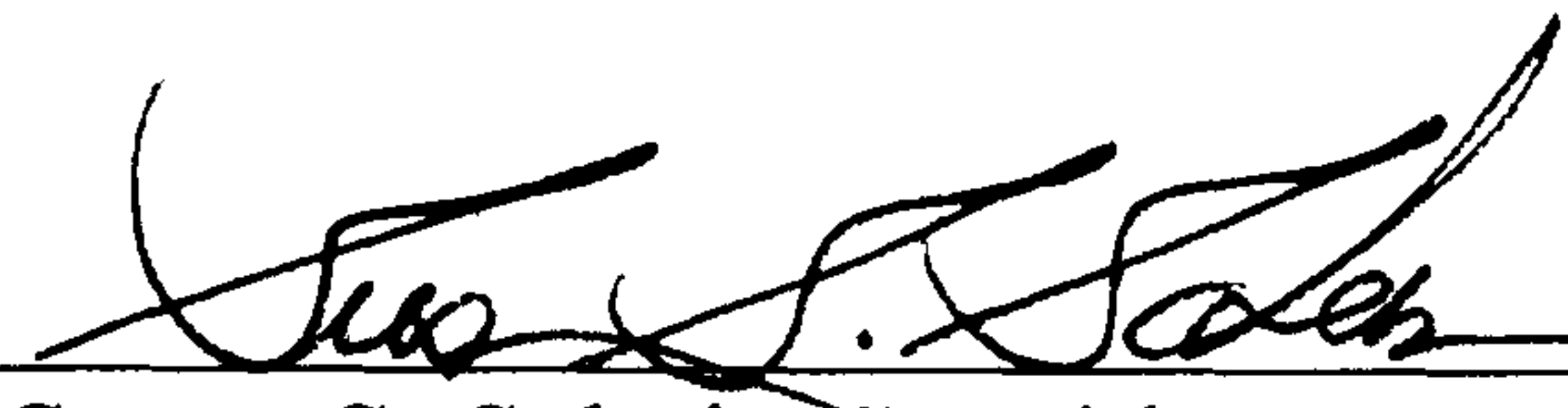
By: Debra L Scott
Printed Name: Debra L Scott
Title: Assistant Secretary


Susan S. Schein

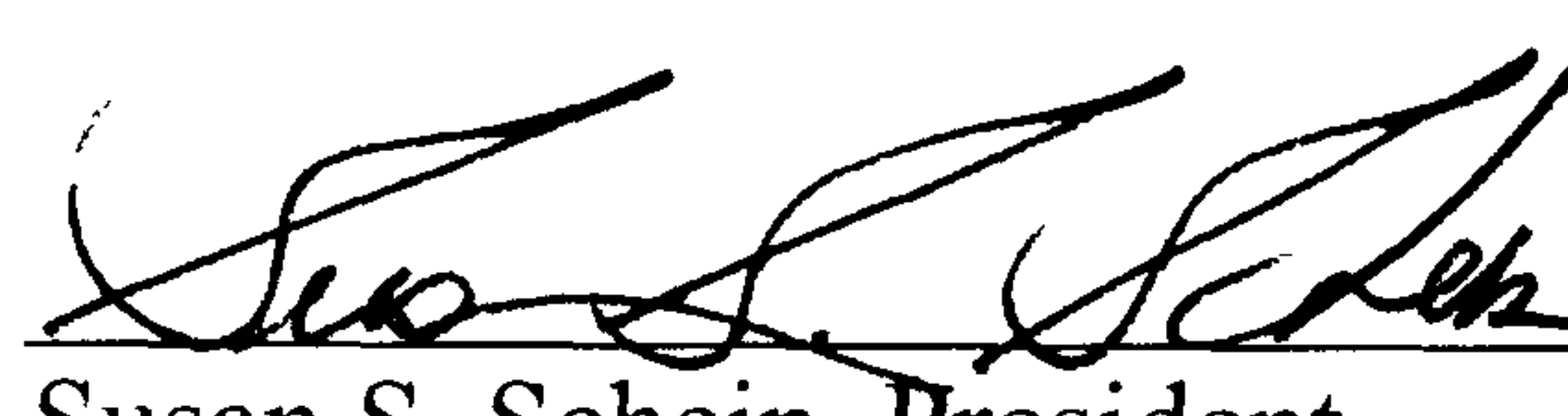
GUARANTORS ACKNOWLEDGEMENT

For good consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby consents to the foregoing Modification Agreement and hereby acknowledges their liability and reaffirms and restates its obligations pursuant to the terms of that certain Guaranty Agreement, dated November 30, 2006.

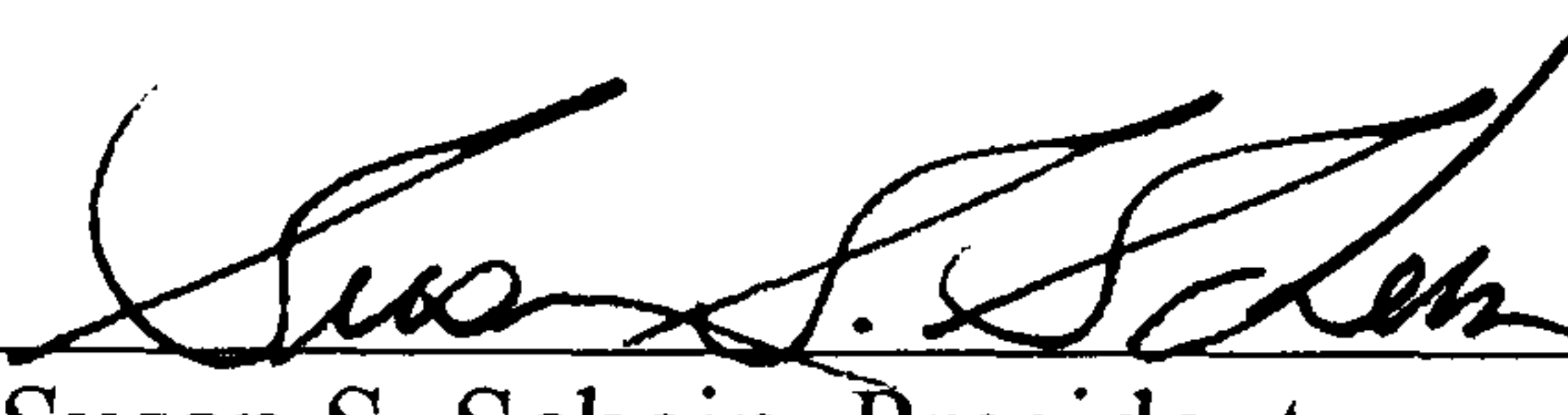
SUSAN SCHEIN CHEVROLET, INC.

By:  (SEAL)
Susan S. Schein, President

SUSAN SCHEIN CHRYSLER, DODGE, INC.

By:  (SEAL)
Susan S. Schein, President

SCHEIN HOLDING COMPANY, INC.

By:  (SEAL)
Susan S. Schein, President

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STATE OF ALABAMA)
)
COUNTY OF SHELBY) ss.

On this day personally appeared before me Susan S. Schein, individually and to me known to be President of Susan Schein Chevrolet, Inc., Susan Schein Chrysler, Dodge, Inc. and Schein Holding Company, Inc., Alabama corporations, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Susan S. Schein and corporations, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 30 day of November, 2006.

Amy J. Pratt
Notary Public in and for the State of Alabama,
residing at 236 Camden Cove Pkwy.
My commission expires: 2-20-2010.

STATE OF Pennsylvania :

: SS

COUNTY OF Montgomery :

20061208000596490 5/5 \$623.00
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On this 4th day of December, 2006, before me a Notary Public in and for the above state and county, the undersigned officer, personally appeared Debra L. Scott, who acknowledged him/herself to be the Assistant Secretary of GMAC Bank, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by him/herself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Susan K. Kaminski [SEAL]
Notary Public
My Commission Expires: 9/30/2008

NOTARIAL SEAL
Susan K Kaminski, Notary Public
Warminster Twp., Bucks County
My commission expires September 30, 2008